

MAIN FILE



E·A·G·L·E

ENVIRONMENTAL SERVICES
OF SHREVEPORT, INC.

121 McCarey Street • Shreveport, Louisiana 71106

Ph. (318) 868-4646 • Fax (318) 868-4141

 original to IOSW
 copy to SW/G1/Townsel
 PAAR

November 15, 2007

Louisiana Department of Environmental Quality
 Office of Environmental Services
 Waste Permits Division
 602 N. Fifth Street
 Baton Rouge, LA 70802
 Attn: Mr. Bijan Sharafkhani

RECEIVED

NOV 19 2007

 LA DEPARTMENT OF
 ENVIRONMENTAL QUALITY
 OFFICE OF ENVIRONMENTAL QUALITY

RE: Whited's Wash Pit, Inc.
 Solid Waste Standard Permit Application
 GPT-017-1865/AI No. 85869/OU-0268/PER20060001
 Caddo Parish

Dear Mr. Sharafkhani:

Eagle Environmental Services of Shreveport, Inc., on behalf of our client, Whited's Wash Pit, Inc., is submitting six (6) final copies of the Solid Waste Standard Permit Application for the above referenced facility for your review. In accordance with your letter dated October 25, 2007, all previously accepted revisions have been incorporated into the appropriate sections.

In addition, the following are responses to financial assurance comments included in the October 25, 2007 letter. These responses have been incorporated into the final submittal.

General The facility has included the permit activity number for TEMPO (PER 20060001) in the financial documents as their permit number. The correct number should be OU-0268.

Whited's acknowledges this comment. As per discussions with Ms. Janaye Tate (Financial Assurance Comments), when the final submittal is approved and a permit number is issued, an amendment will be submitted that will indicate the correct permit number for the financial documents.

727.A.1.d.i(e) The Certificate of Liability Insurance must include the amount of liability coverage \$500,000 each occurrence \$500,000 annual aggregate.

The Certificate of Liability Insurance has been corrected to include the amount of liability coverage as \$500,000 each occurrence and \$500,000 annual aggregate.

727.A.1.f The surety bond must be submitted and approved by the Waste Permits Division at least 60 days before the date on which solid waste is first received for processing or disposal.

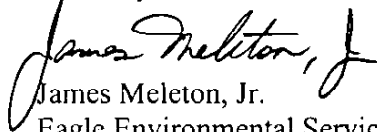
The original surety bond has been submitted to the Waste Permits Division under separate cover for approval. A copy of the surety bond is included in the final copy of the permit application in Appendix S.

727.A.2.e The wording of the surety bond guaranteeing payment into a standby trust fund must be identical to the wording in this regulation.

The wording of the surety bond is identical to the wording in the regulation.

We believe that these responses satisfy the noted items. Should you have any questions or need further information, please do not hesitate to contact Mr. Paul McCullough of Whited's at (318) 925-1383 or me at (318) 868-4646.

Sincerely,



James Meleton, Jr.
Eagle Environmental Services of Shreveport, Inc.

Enc: As stated

cc: Mr. Paul McCullough, Whited's Wash Pit, Inc.

**Whited's Wash Pit, Inc.
Keithville, Louisiana, Caddo Parish**

**AI No. 85869/GPT-017-1865
OU-0268/PER20060001**

FINAL COPY

Solid Waste Standard Permit Application

Type IA and Type IIA Transfer and Processing Facility

NOVEMBER 2007

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NOV 19 2007

**LA DEPARTMENT OF
ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL SERVICES**

**Whited's Wash Pit, Inc.
Keithville, Louisiana, Caddo Parish**

**AI No. 85869/GPT-017-1865
OU-0268/PER20060001**

FINAL COPY

Solid Waste Standard Permit Application

Type IA and Type IIA Transfer and Processing Facility

NOVEMBER 2007

Prepared By:

**Eagle Environmental Services of Shreveport, Inc.
121 McCarey Street
Shreveport, Louisiana 71106
(318) 868-4646
Eagle Project No. S-107-0001**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
1.0 INTRODUCTION	
Introduction	1
2.0 PART I SOLID WASTE STANDARD PERMIT APPLICATION	
LAC 33:VII.519.....	1
Addendum to Permit Application per LAC 33:I.1701	
3.0 PART II SUPPLEMENTARY INFORMATION	
LAC 33:VII.521.....	1
A. Location Characteristics	1
B. Facility Characteristics.....	7
C. Facility Surface Hydrology	11
D. Facility Geology.....	14
E. Facility Subsurface Hydrology	15
F. Facility Plans	16
G. Facility Administrative Procedures.....	18
H. Facility Operational Plan	21
I. Implementation Plan.....	28
J. Facility Closure	29
K. Facility Post-Closure.....	32
L. Financial Responsibility	34
M. Special Requirements	43
4.0 PART III EXPANDED IT QUESTIONS	
LAC 33:VII.523.....	1

LIST OF FIGURES

FIGURE

- | | |
|---|--|
| 1 | AREA MASTER PLAN |
| 2 | AREA ROAD NETWORK |
| 3 | SITE MASTER PLAN |
| 4 | FEMA FLOOD INSURANCE RATE MAP |
| 5 | AERIAL PHOTOGRAPH |
| 6 | MAP NO. 5 OF THE AQUIFER RECHARGE ATLAS |
| 7 | AS-BUILT DRAWING OF THE PROCESSING TANKS |
| 8 | PROCESS FLOW DIAGRAM |

LIST OF APPENDICES

APPENDIX

A	LEASE AGREEMENT
B	ZONING COMMISSION CLASSIFICATION
C	PROOF OF PUBLIC NOTIFICATION
D	AGENCY LETTERS
E	LETTERS CONCERNING TRAFFIC FLOW
F	CERTIFICATE OF OCCUPANCY
G	CENSUS INFORMATION
H	SURVEY PLAT MAPS
I	EMERGENCY PROCEDURE AND CONTINGENCY PLAN
J	DOCUMENTATION FROM LOCAL EMERGENCY RESPONDERS AND HEALTHCARE PROVIDER
K	SOLID WASTES ANALYSES
L	LPDES DISCHARGE PERMIT DOCUMENTATION
M	CLIMATE INFORMATION
N	CERTIFICATE OF COMPLIANCE
O	ENGINEERING CERTIFICATION
P	EMPLOYEE TRAINING MANUAL
Q	FACILITY OPERATIONAL PLAN
R	CLOSURE SCHEDULE AND ESTIMATED CLOSURE COST
S	FINANCIAL ASSURANCE DOCUMENTATION

SECTION 1.0

INTRODUCTION

*Whited's Wash Pit, Inc.
Keithville, Louisiana*

Introduction

This Solid Waste Standard Permit Application is submitted by Whited's Wash Pit, Inc. (Whited's) to the Louisiana Department of Environmental Quality Permit Division (LDEQ-PD) in order for the Whited's facility to operate under a solid waste standard permit for a Type IA and Type IIA Transfer and Processing Facility. Whited's waste transfer and processing facility is located at 10017 Drag Strip Road in Keithville, Caddo Parish, Louisiana. The facility is an existing facility that began operation in March 1985.

Whited's addresses all applicable regulations in Part I, Part II, and Part III of the Solid Waste Standard Permit Application as specified in LAC 33:VII.513.B.2.a. Part II of the Application requires that all applicable sections of LAC 33:VII. Chapter 7 be addressed. Accordingly, since the transfer and processing facility has been classified by LDEQ-PD as a Type IA and IIA facility, the applicable sections of LAC 33:VII.717 and 727 have been addressed and are incorporated into the appropriate sections of LAC 33:VII.521.

The Solid Waste Standard Permit Application requires the submittal of five bound copies of a permit application complete with responses to address LAC 33:VII.519, 521, and 523. The applicable standards included in LAC 33:VII.717 and 727.A have also been incorporated into the permit application; therefore, Whited's has prepared this Solid Waste Standard Permit Application in accordance with these requirements.

All figure and appendix designations have been assigned sequentially as they appear in this document for the convenience of the reader.

Some subsections and regulatory citations do not apply to the Whited's facility. In those instances, that fact is stated and accompanied with an explanation of non-applicability. Non-applicability generally is based on one or some combination of the following reasons:

Facility Type Categorization - According to LAC 33:VII.115, a "Type IA Facility" is a *"facility used for processing industrial solid waste (e.g., transfer station, incinerator waste-handling facility, shredder, baler, or compactor)"*. A "Type IIA Facility" is a *"facility used for processing residential, infectious, or commercial solid waste (e.g., transfer station, incinerator waste-handling facility, refuse-derived fuel facility, shredder, baler, autoclave, or compactor)"*. According to LAC 33:VII.511.A.1.b, a Type IA facility is also *"a facility used for processing industrial solid waste."* According to LAC 33:VII.511.A.1.d, a Type IIA facility is also *"a facility used for processing residential or commercial solid waste."* Whited's facility is a solid waste collection and transport service that handles industrial and commercial waste. Wastes are dewatered and/or solidified with sawdust at the facility; thus, it is a *Type IA and Type IIA facility*.

Whited's is a solid waste collection and transport service with State Collector Transporter Number T-017-1865. The company services commercial and industrial facilities. Whited's is a waste handling company only and generates no waste.

Whited's collects grease trap waste from restaurants or lift stations. The waste is manifested from

*Whited's Wash Pit, Inc.
Keithville, Louisiana*

Introduction

the time of pickup to disposal. The grease trap waste is transported to the facility and transferred to a holding tank inside of a concrete secondary containment area. The waste is shipped for disposal utilizing a manifest system for tracking.

Whited's handles solid waste (special waste as classified by the final disposal facility), which is analyzed and profiled prior to pickup. Once the waste has been approved for processing, the waste is transported to Whited's facility. Two methods of removing free liquids are utilized at the facility.

- 1) The majority of the waste is placed in dewatering roll off containers where the free liquids are filtered through a woven fabric liner and captured in an impervious concrete containment area and then transferred to a holding tank inside a secondary containment area.
- 2) The other method is to solidify the waste with sawdust to absorb the free liquids. This process is performed inside the impervious concrete containment area.

All processed wastes are transported for disposal to a properly permitted facility. All processed wastes are manifested in accordance with LDEQ and final disposal facility requirements.

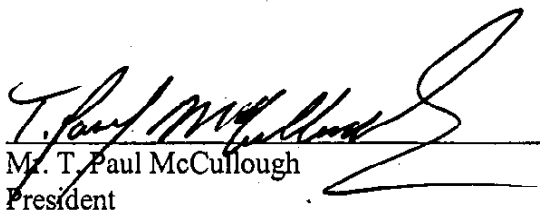
Whited's operates its facility in a safe and efficient manner so that potential and real adverse effects on the environment are avoided as much as possible. The facility exists to provide an environmentally sound method to process and transfer wastes which otherwise would become destined for disposal within the environment.

The Consultant's Authorization on the following page serves as written authorization, as required in LAC 33:VII.311, for Eagle Environmental Services of Shreveport, Inc. to submit this Solid Waste Standard Permit Application to LDEQ-PD on behalf of Whited's.

CONSULTANT'S AUTHORIZATION

Whited's Wash Pit, Inc. (Whited's), Keithville, Louisiana hereby authorizes Eagle Environmental Services of Shreveport, Inc., Shreveport, Louisiana (Eagle), to serve as environmental consultant to and representative of Whited's. Eagle is further authorized to submit documents on behalf of Whited's and to act as Whited's agent in that regard.

Whited's Wash Pit, Inc.


Mr. T. Paul McCullough
President

SECTION 2.0

SOLID WASTE STANDARD PERMIT APPLICATION FORM - PART I

PART I

PERMIT APPLICATION FORM

Whited's Wash Pit, Inc.
Keithville, Louisiana

Part I
Permit Application Form (LAC 33:VII.519)

Type III

Construction/Demolition-Debris Landfill
Woodwaste Landfill
Compost Facility
Resource Recovery/Recycling Facility

Other ☒

Describe Type IA and IIA Processor

I. Site Status: Owned ☐ Leased ☒ Lease Term ☐ Years

(Note: If leased, provide copy of lease agreement)

A copy of the lease agreement is included in Appendix A.

J. Operation Status: Existing ☒ Proposed ☐

K. Total Acreage 2.79 Processing Acreage <1 Disposal Acreage NA

L. Environmental Permits: (List)

See Attachment 1

M. Conformity with regional plans. Attach letter from the Louisiana Resource Recovery and Development Authority (LRRDA) stating that the facility is an acceptable part of the state-wide program.

The LRRDA Board has been dissolved, thus this citation is not applicable.

(Note: In accordance with R.S. 30:2307.B, LRRDA authority does not apply to solid waste disposal activity occurring entirely within the boundaries of a plant, industry, or business which generates such solid waste.)

N. Zoned: Yes ☒ No ☐

Zone Classification:

Zoned I-2 Heavy Industrial District. Please see Appendix B, Zone Commission Classification, for zoning documentation.

(Note: If zoned, include zoning affidavit and/or other documentation stating that the proposed use does not violate existing land-use requirements.)

Whited's Wash Pit, Inc.
Keithville, Louisiana

Part I
Permit Application Form (LAC 33:VII.519)

O. Types, Quantities, and Sources of Waste:

	Processing		Disposal	
	On-site	Off-site	On-site*	Off-site
Residential				
Industrial		± 3.4 wet tons/week		
Commercial		± 11.7 wet tons/week		
Other				

P. Service Area: Louisiana, East Texas, South Arkansas
List of Parishes: Statewide

Statewide

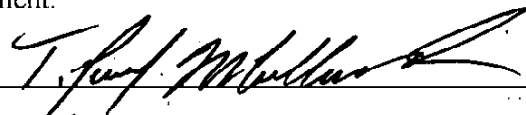
Unlimited

Q. **Proof of Operator's Public Notice - Attach proof of publication of the notice regarding the permit application submittal as required by LAC 33:VII.513.A.**

Please see Appendix C, Proof of Public Notification

R. Certification: I have personally examined and am familiar with the information submitted in the attached document, and I hereby certify under penalty of law that this information is true, accurate, and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

Signature



Date

11/13/2007

Typed Name and Title T. Paul McCullough, President

(Note: Attach proof of the legal authority of the signee to sign for the applicant.)

Whited's Wash Pit, Inc.
Keithville, Louisiana

Part I
Permit Application Form (LAC 33:VII.519)

ATTACHMENT 1

ENVIRONMENTAL PERMITS	
Permit	Permit Number
LPDES	Pending
State Collector Transporter	T-017-1865

Media Type (check one)


Agency Interest Number: 85869

Hazardous Waste ☐ Air ☐
 Solid Waste ☒ Water ☐
 Radiation Licensing ☐

Is this a copy of a previously submitted form? Yes ☐ No ☒

If yes, indicate the original submittal date: _____

If yes, indicate the original permit number: _____

Department of Environmental Quality Permits Division P.O. Box 4313 Baton Rouge, LA 70821-4313 (225) 219-3181		Addendum to Permit Applications per LAC 33:I.1701			
Please Type Or Print	Company Name Whited's Wash Pit, Inc.		<input checked="" type="checkbox"/> Owner	For Permits Division Use Only	
	Parent Company (If Company Name given above is a division)		<input checked="" type="checkbox"/> Operator		
	Plant name (if any) Whited's Wash Pit, Inc.				
	Nearest town Keithville	Parish where located Caddo			

Use attachments to provide the required information. "NA" is not an acceptable answer. If a particular section does not apply to you, explain why.

1. Please provide a list of the states where you, as applicant*, have federal or state environmental permits identical to, or of a similar nature to, the permit for which you are applying. *There are no other states where Whited's Wash Pit, Inc. has federal or state environmental permits identical to, or of a similar nature to, the permit being applied for.*

*This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.

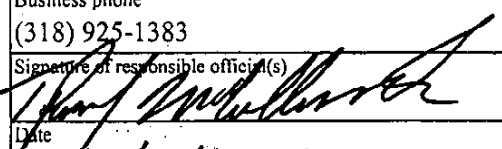
2. Do you owe any outstanding fees or final penalties to the Department? No ☒ Yes ☐ If yes, please explain.
3. Is your company a corporation or limited liability company? No ☐ Yes ☒ If yes, attach a copy of your company's Certificate of Registration and/or Certificate of Good Standing from the Secretary of State. (See Attachment 2.)

Certification:

I certify, under provisions in Louisiana and United States law which provide criminal penalties for false statements, that based on information and belief formed after reasonable inquiry, the statements and information contained in this Addendum to the Permit Application, including all attachments thereto are true, accurate, and complete.

Responsible Official

Name	T. Paul McCullough
Title	President
Company	Whited's Wash Pit, Inc.
Suite, mail drop, or division	
Street or P.O. Box	10017 Dragstrip Road

City	State	Zip
Keithville	LA	71047
Business phone (318) 925-1383		
Signature of responsible official(s) 		
Date 11/13/2007		

The Department may require the submission of additional information if it deems such information necessary.

ATTACHMENT 2

Whited's Wash Pit, Inc. registered with the Secretary of State on March 8, 1985. A copy of Whited's Certificate of Good Standing from the Secretary of State is attached.

United States of America

State of Louisiana



As Secretary of State, Al Ater, I do hereby Certify that

WHITED'S WASH PIT, INC.

A corporation domiciled in KEITHVILLE, LOUISIANA,

Filed charter and qualified to do business in this State on
March 8, 1985,

I further certify that the records of this Office indicate
the corporation has paid all fees due the Secretary of
State, and so far as the Office of the Secretary of State is
concerned is in good standing and is authorized to do
business in this State.

I further certify that this Certificate is not intended to
reflect the financial condition of this corporation since
this information is not available from the records of this
Office.

In testimony whereof, I have hereunto set
My hand and caused the Seal of my Office
To be affixed at the City of Baton Rouge on,
October 18, 2006

Handwritten signature of Al Ater.

Secretary of State
34169624D



Certificate ID: 20061018001646

To validate this certificate, visit the following web site,
go to **Commercial Division, Validate Certificate**, then
follow the instructions displayed.

www.sos.louisiana.gov

SECTION 3.0

**LOUISIANA ADMINISTRATIVE CODE TITLE 33 – ENVIRONMENTAL
Quality Part VII – SOLID WASTE (§521 PART II SUPPLEMENTARY
INFORMATION, ALL PROCESSING AND DISPOSAL FACILITIES)**

PART II

SUPPLEMENTARY INFORMATION

LOUISIANA ADMINISTRATIVE CODE
TITLE 33 – ENVIRONMENTAL QUALITY
PART VII – SOLID WASTE

§521 Part II: Supplementary Information, All Processing and Disposal Facilities

The following information is required in the permit application for solid waste processing and disposal facilities. All responses and exhibits must be identified in the following sequence to facilitate the evaluation. Additionally, all applicable sections of LAC 33:VII.Chapter 7 must be addressed and incorporated into the application responses. If a section does not apply, the applicant must state that it does not apply and explain why.

A. **Location Characteristics.** Standards pertaining to location characteristics are contained in LAC 33:VII.709.A (Type I and II facilities), LAC 33:VII.717.A (Type I-A and II-A facilities), and LAC 33.719.A (Type III facilities).

1. The following information on location characteristics is required for all facilities:

- a. **Area Master Plans** – a location map showing the facility, road network major drainage systems, drainage-flow patterns, location of closest population center(s), location of the public-use airport(s) used by turbojet aircraft or piston-type aircraft, proof of notification of affected airport and Federal Aviation Administration as provided in LAC 33:VII.709.A.2, location of the 100-year flood plain, and other pertinent information. The scale of the maps and drawings must be legible, and engineering drawings are required.

Whited's Wash Pit, Inc. (Whited's) facility is located at 10017 Drag Strip Road in Keithville, Louisiana. The property is located in Sections 16, 17, and 20 of Township 16 North, Range 14 West in Caddo Parish.

Figure 1 – Area Master Plan shows the location of the facility, on-site roads, surface drainage features, surface water bodies, and general topography of the area. The main road network to the facility consists of Highway 171 (Mansfield Road), Stage Coach Road, and Drag Strip Road, which are paved and in good condition. An Area Road Network map, Figure 2, has been provided to clearly show the road network to the facility. The Site Master Plan, Figure 3, depicts the site layout and the facility drainage flow pattern.

Access to the facility is by all-weather roads that can meet the demands of the facility and are designed to avoid, to the extent practicable, congestion, sharp turns, obstructions, or other hazards conducive to accidents. All roadways are adequate to withstand the weight of transportation vehicles.

The nearest airport to the facility is the Bluebird Hill Airpark, which is approximately 1.6 miles to the southeast. This distance was measured from the edge of Whited's facility to the nearest end of the runway. Proof of notification to the Federal Aviation Administration (FAA) and the Bluebird Hill Airpark is provided in Appendix D, Agency Letters.

Area drainage from Whited's facility generally flows to the northeast toward an unnamed tributary of Boggy Bayou. The facility drainage flow pattern and facility road network are shown in Figure 1, Area Master Plan.

Figure 4 is a Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, dated May 17, 2004, that shows the location of the 100-year flood plain. The Whited's facility is outside the 100-year flood plain. The major drainage system for the area is an unnamed tributary of Boggy Bayou. The Whited's facility is located in Zone X, areas determined to be outside the flood plain. The elevation of the site is approximately 170 feet. The base flood elevation is 163 feet.

The Area Master Plan (Figure 1) clearly shows the major drainage systems, drainage-flow patterns, location of the closest population centers, and the location of the public-use airport used by turbojet aircraft or piston-type aircraft.

- b. **A letter from the appropriate agency or agencies regarding those facilities receiving waste generated off-site, stating that the facility will not have a significant adverse impact on the traffic flow of area roadways and that the construction, maintenance, or proposed upgrading of such roads is adequate to withstand the weight of the vehicles.**

Documentation from the Louisiana Department of Transportation and Development and the Caddo Parish Department of Public Works regarding traffic flow in the area is included as Appendix E (Letters Concerning Traffic Flow).

- c. **Existing Land Use – a description of the total existing land use within three miles of the facility (by approximate percentage) including, but not limited to:**

The following percentages were determined after a review of the U.S. Geological Survey Maps "Stonewall, Louisiana" (1992), Shreveport West, Louisiana" (1992), and "Spring Ridge, Louisiana (1982), and an aerial photograph dated March 23, 2002. Data from the 2000 U.S. Census of Caddo Parish was also used.

As confirmed by the copy of Whited's Certificate of Occupancy included as Appendix F, Whited's is located in an area of Caddo Parish which is zoned I-2, Heavy Industrial, and is in compliance with local land use laws.

i. residential;

Within 3 miles of the facility, approximately 25% of the existing land is used for residential purposes. The nearest residence is approximately 250 feet southeast of the facility.

ii. health-care facilities and schools;

Within 3 miles of the facility, less than 1% of the existing land is used for health-care facilities and schools. The nearest hospital is Willis-Knighton Health System South in Shreveport, which is approximately 2.5 miles to the northeast on Bert Kouns Industrial Loop. The nearest school is Summerfield Elementary approximately 1 mile to the northwest.

iii. agricultural;

Within 3 miles of the facility, less than 2% of the existing land is used for agricultural purposes.

iv. industrial and manufacturing;

Within 3 miles of the facility, approximately 5% of the existing land is used for industrial and manufacturing purposes.

v. other commercial;

Within 3 miles of the facility, approximately 5% of the existing land is used for other commercial purposes.

vi. recreational;

Within 3 miles of the facility, less than 2% of the existing land is used for recreational purposes.

vii. undeveloped.

Within 3 miles of the facility, approximately 60% of the existing land is undeveloped.

- d. **Aerial Photograph** – a current aerial photograph, representative of the current land use, of a one-mile radius surrounding the facility. The aerial photograph shall be of sufficient scale to depict all pertinent features. (The administrative authority may waive the requirement for an aerial photograph for Type III facilities.)

An aerial photograph of the Whited's facility taken on January 1, 2004 has been provided as Figure 5.

- e. **Environmental Characteristics** – the following information on environmental characteristics:

- i. a list of all known historic sites, recreation areas, archaeologic sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility perimeter or as otherwise appropriate;

There are no known historical sites, recreational areas, archaeological sites, designated wildlife-management areas, or habitats for endangered species within 1,000 feet of the Whited's facility. However, potential jurisdictional wetlands are present within 1,000 feet of the Whited's facility perimeter.

The U.S. Army Corps of Engineers (USACE) has determined that there are jurisdictional areas northwest of the property along an unnamed tributary of Boggy Bayou (see USACE letter dated December 18, 2006 in Appendix D). The approximate extent of wetlands and other waters of the United States within 1,000 feet of the property were identified on a map enclosed with the December 18, 2006 letter. Jurisdictional areas were identified northwest of the facility. No jurisdictional areas were identified by the USACE on Whited's property.

- ii. documentation from the appropriate state and federal agencies substantiating the historic sites, recreation areas, archaeologic sites, designated wildlife-management areas, wetlands, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility; and

Documentation from the appropriate agencies regarding historic sites, recreation areas, archaeologic sites, wildlife-management areas, wetlands, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility area included in Appendix D.

- iii. a description of the measures planned to protect the areas listed from the adverse impact of operation at the facility;

Operation of the Whited's facility will not have adverse impacts on potential jurisdictional areas near the facility. The processing tanks are designed and operated to prevent overtopping and overfilling. Adequate freeboard is always maintained and confirmed by frequent inspections. Storage tanks are located within an impervious concrete secondary containment area.

Any potential jurisdictional areas within 1,000 feet of the Whited's facility are protected from adverse impact of operation of the facility. The drainage ditches located parallel to Drag Strip Road are effective barriers that isolate the facility from the jurisdictional areas.

Whited's shall operate the facility in an environmentally sound manner and in compliance with all required environmental permit conditions, thus minimizing or eliminating any potential adverse impact of the facilities operation.

- f. **A wetlands demonstration, if applicable, as provided in LAC 33:VII.709.A.4.**

LAC 33:VII.709.A.4 pertains Type I and II landfills, surface impoundments, and landfarms. The Whited's Wash Pit facility is a Type IA and IIA facility and not a landfill, surface impoundment, or landfarm; therefore, this citation is not applicable. In addition, no wetlands are located on Whited's property.

Operation of the Whited's facility will not have adverse impacts on potential jurisdictional areas near the facility. The processing tanks are designed and operated to prevent overtopping and overfilling. Adequate freeboard is always maintained and confirmed by frequent inspections. Storage tanks are located within an impervious concrete secondary containment area. Any potential jurisdictional areas within 1,000 feet of the Whited's facility are protected from adverse impact of operation of the facility. The drainage ditches located parallel to Drag Strip Road are effective barriers that isolate the facility from the jurisdictional areas.

- g. **Demographic Information – the estimated population density within a three-mile radius of the facility boundary, based on the latest census figures.**

According to the Landview 5, software developed by the U.S. Census Bureau, the total population for Caddo Parish is 252,161. The total

Whited's Wash Pit, Inc.
Keithville, Louisiana

Part II
Supplementary Information (LAC 33:VII.521)

estimated population within a three-mile radius (28.3 sq. mi.) of Whited's facility is 24,403. Census information is provided in Appendix G.

2. **The following information regarding wells, faults and utilities is required for Type I and II facilities:**

Whited's acknowledges the citations in this subsection. However, since the Whited's facility is not a Type I or II facility, this subsection is not applicable.

- B. Facility Characteristics.** Standards concerning facility characteristics are contained in LAC 33:VII.709.B (Type I and II facilities), LAC 33:VII.717.B (Type I-A and II-A facilities), and LAC 33:VII.719.B (Type III facilities). A facility plan, including drawings and a narrative, describing the information required below must be provided.

1. The following information is required for all facilities:

- a. elements of the process or disposal system employed, including, as applicable, property lines, original contours (shown at not greater than five-foot intervals), buildings, units of the facility, drainage, ditches and roads;**

Property lines are shown on the survey plat maps included Appendix H. The original contours for the Whited's facility are shown on Figure 1. The concrete processing tanks, storage tanks, roll off tank locations, shop/office building, drainage flow, ditches, and other applicable elements are shown on Figure 3.

- b. the perimeter barrier and other control measures;**

The southern portion of the property (1.49 acres) is developed as the Whited's facility. The northern portion of the property (1.3 acres) is currently undeveloped. The facility's perimeter barrier includes a six-foot tall chain-link fence that surrounds the developed portion of the facility. This perimeter barrier is capable of preventing unauthorized ingress or egress except by willful entry into the facility. The only entrance to the facility is via Drag Strip Road. This entrance is continuously monitored or locked during operating hours so that only authorized entry is allowed. The facility entry point is kept locked when authorized personnel are not present. A sign will be posted at the entrance listing the types of waste that can and cannot be received at the facility.

- c. a buffer zone;**

The waste processing and storage areas are located approximately 360 feet from the adjacent property to the northeast; 90 feet from Drag Strip Road to the west; 140 feet from the railroad track to the east; and 130 feet from the adjacent property to the south (see Figure 3). No storage, processing, or disposal of solid waste shall occur within the buffer zone.

Whited's requests that the buffer zone requirement for the facility be waived by the administrative authority since it is an existing facility that has been in operation since March 1985. The adjacent property to the south is wooded. The adjacent property to the east is a railroad track and its associated right-

of-way. There have been no complaints from adjacent landowners regarding the operations at the existing facility.

d. fire protection measures;

The Whited's facility is equipped with fire extinguishers, strategically placed throughout the facility and in each of the company vehicles, along with qualified employees to operate them. In the event that additional firefighting assistance is needed, Caddo Parish Fire District 6 will be called. The fire station is located approximately three miles southwest and the standard response time is less than five minutes. Medical emergencies that can be treated using first aid are handled on site, while victims of major medical emergencies will be transported to Willis-Knighton Health System South for treatment, which is located approximately 2.5 miles northeast of the site.

Safety training is provided to each employee on a regular basis. Records of each training session are maintained in a file for future reference. The Emergency Procedure and Contingency Plan, which outlines procedures and the contingency plan to protect the employees and the public from accidents, fires, explosions, etc. is found in Appendix I.

All employees that are employed at the Whited's facility are trained from the facility's contingency plan and given instruction on the daily operations of the facility. The locations of each fire extinguisher and demonstrations on the correct use of the fire extinguishers are given to all employees at the facility; therefore, making the employees at the Whited's facility qualified to operate the facility's fire extinguishers.

Proper documentation from the local fire department and the closest hospital or clinic, which states that they have received the facility's plan outlining facility operations and emergency procedures to be followed in case of accident, fire, or other emergencies, and concurrence with its contents is included in Appendix J.

e. landscaping and other beautification efforts

Whited's waste processing and storage areas are bordered on the north and south by undeveloped wooded property and a railroad track with associated right-of-way on the east side, which obscures the facility from public view. In addition, the sides of Drag Strip Road and the entrance road to the facility, are landscaped with well-maintained natural grasses.

f. devices or methods to determine, record, and monitor incoming waste;

Whited's collects grease trap waste from restaurants and lift stations. The

waste is manifested from the time of pickup to final disposal. The grease trap waste is transported to the facility and transferred to a holding tank inside of a concrete secondary containment area. The waste is shipped for disposal utilizing a manifest system for tracking.

Whited's handles solid waste (special waste as classified by the final disposal facility), which is analyzed and profiled prior to pickup. Laboratory analyses of solid wastes processed at the facility are included in Appendix K. Once the waste has been approved for processing, the waste is transported to Whited's facility. Two methods of removing free liquids are utilized at the facility.

1. The majority of the waste is placed in dewatering roll off containers where the free liquids are filtered through a woven fabric liner and captured in an impervious concrete containment area and then transferred to a holding tank inside a secondary containment area.
2. The other method is to solidify the waste with sawdust to absorb the free liquids. This process is performed inside the impervious concrete containment area.

All processed wastes are for disposal to a properly permitted facility. All processed wastes are manifested in accordance with LDEQ and the final disposal facilities requirements.

Record Keeping System

Whited's record keeping system consists of those records necessary for the effective management of the facility and for preparing required reports. These records, shall be maintained for the life of the facility, will be kept on file for at least three years after closure and include:

- Copies of the current Louisiana Solid Waste Rules and Regulations;
- The permit;
- The permit applications;
- Permit modifications;
- All other environmental permits, applications, and pertinent correspondence;
- Training Records;
- Analytical data;
- Amounts of residential, industrial, and commercial wastes processed on-site and disposed off-site;
- All quantities will be expressed in wet-weight tons;
- Types and destination of solid waste transported for off-site disposal;
- Records of contaminated water sent off-site for disposal;
- Any other applicable or required data deemed necessary by the

- administrative authority; and
- Copies of all documents received from or submitted to the department.

As required by LAC 33:VII.717.F.1.a, Whited's will submit annual reports to the administrative authority indicating quantities and types of solid waste received for processing or disposal, from in-state generators and from out-of-state generators, during the reporting period of July 1 through June 30. The reports, due to be submitted by August 1 of each reporting year, will be submitted on forms obtained from the administrative authority and will include any calculations used.

g. NPDES discharge points (existing and proposed); and

A stormwater outfall is located at the entrance drive off of Drag Strip Road along the northwest side of the property. Sheet flow from grassy areas of the developed portion of the site is diverted to a ditch on the west side of Drag Strip Road. Documentation verifying the submittal of an application for a LPDES discharge permit is included in Appendix L. The location of the discharge point is shown on the Site Master Plan (Figure 3).

h. other features, as appropriate.

A detailed description of the operation of Whited's facility is provided in the responses to LAC 33:VII.521.H.

2. The following information is required for Type I and II facilities:

Whited's acknowledges the citations in this subsection. However, since the facility is not a Type I or II facility, this subsection is not applicable.

- C. Facility Surface Hydrology.** Standards governing facility surface hydrology are contained in LAC 33:VII.711.A (Type I and II landfills), LAC 33:VII.713.A (Type I and II surface impoundments), LAC 33:VII.715.A (Type I and II landfarms), LAC 33:VII.717.C. (Type I-A and II-A facilities), and LAC 33:VII.719.C (Type III facilities).

- 1. The following information regarding surface hydrology is required for all facilities:**

- a. a description of the method to be used to prevent surface drainage through the operating areas of the facility;**

Concrete curbs minimize surface drainage into the area of the waste processing tanks. Stormwater runoff is routed to drainage ditches located to the west along Drag Strip Road and to the north within the facility and thence to an unnamed tributary of Boggy Bayou; therefore, surface drainage through the operating areas of the facility is prevented. Whited's has applied for a LPDES discharge permit with the LDEQ-PD.

The waste processing area and storage tanks at the facility are at a higher elevation than the surrounding drainage system. This and the drainage ditches along Drag Strip Road and north of the processing area ensure that these areas of the facility are not inundated with run-on water from the surrounding property.

- b. a description of the facility runoff/run-on collection system;**

The facility is constructed so that it can operate and withstand rainfall resulting from a 25-year/24-hour storm event. Drainage ditches were constructed along the western border of the property and to the north of the waste processing area to aid in water management at the facility. The facility is graded to allow stormwater to flow into the drainage ditches, and away from the operation area. These drainage ditches are graded so that stormwater flows to an unnamed tributary of Boggy Bayou, which is located approximately 1,200 feet north of the end of Drag Strip Road.

Prior to heavy rain events, wastes are removed from the waste processing tanks, and placed in closed top tanks or covered roll-off containers and the processing tanks are cleaned. No material is handled outside of the processing tanks.

The solid wastes processed at the facility are analyzed and profiled prior to approval for pickup by Whited's. Only non-hazardous waste is processed at the facility. The receipt of hazardous waste is prohibited. Therefore, in

the unlikely event that the processing tanks become flooded, the non-hazardous wastes would not present a hazard to the environment.

A concrete slab is constructed in front of the processing tanks so that water drains to catch basins then to an oil/water separator. The water then flows to a lift station and is pumped to an outfall located at the entrance drive off of Drag Strip Road along the northwest side of the property.

In addition, topographically the facility is located above the 100-year flood elevation. Figure 4 is a Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, dated May 17, 2004, that shows the location of the 100-year flood plain. The Whited's facility is outside the 100-year flood plain. The major drainage system for the area is an unnamed tributary of Boggy Bayou. The Whited's facility is located in Zone X, areas determined to be outside the flood plain. The elevation of the site is approximately 170 feet. The base flood elevation is 163 feet.

c. the maximum rainfall from a 24-hour/25-year storm event.

Rainfall records for Keithville were not available; therefore, records were obtained from the nearest National Weather Service (NWS) station. The nearest NWS station is located at the Shreveport Regional Airport, approximately 4.5 miles north of the facility. According to their records, the maximum rainfall from a 24-hour/25-year storm event at the Shreveport Regional Airport was 12.44 inches, recorded on July 24, 1933. Shreveport climatic information is included in Appendix M, Climate Information.

d. the location of aquifer recharge areas in the site or within 1,000 feet of the site perimeter, along with a description of the measures planned to protect those areas from the adverse impact of operations at the facility; and

Whited's acknowledges the above citation. However, according to Map No. 5 of the Aquifer Recharge Atlas ("Aquifer Recharge Potential of the Shreveport Quadrangle," 1988) prepared for the LDEQ Groundwater Protection Division, the Whited's facility and areas within 1,000 feet of the perimeter of the facility are located in an area with no aquifer recharge potential. According to the reference on the map, the facility is located in "areas that do not recharge major Louisiana freshwater aquifers." A copy of Map No. 5 of the Aquifer Recharge Atlas is included as Figure 6.

- e. **if the facility is located in a flood plain, a plan to ensure that the facility does not restrict the flow of the 100-year base flood or significantly reduce the temporary water-storage capacity of the flood plain, and documentation indicating that the design of the facility is such that the flooding does not affect the integrity of the facility or result in the washout of solid waste.**

As shown on the FEMA Flood Insurance Rate Map (Figure 4), Whited's facility is not located in the 100-year flood plain; therefore, the facility will not affect the 100-year base flood or the water storage capacity of the flood plain and the integrity of the facility will not be affected by the 100-year base flood.

D. Facility Geology. Standards governing facility geology are contained in LAC 33:VII.709.C (Type I and II facilities), LAC 33:VII.717.D (Type I-A and II-A facilities), and LAC 33:VII.719.D (Type III facilities).

1. The following information regarding geology is required for Type I and Type II facilities:

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is not a Type I or II facility, this subsection is not applicable.

2. The following information regarding geology is required by Type III woodwaste, and construction/demolition-debris facilities:

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is not a Type III facility, this subsection is not applicable.

LAC 33:VII.717.D.

The facility has natural stable soils of low permeability for the area occupied by the solid waste facility, including vehicle parking and turnaround areas, that should provide a barrier to prevent any penetration of surface spills into groundwater aquifers underlying the area or to a sand or other water-bearing stratum that would provide a conduit to such aquifers.

According to the Soil Survey of Caddo Parish, Louisiana, the surface soils on site consist of the Keithville very fine sandy loam (2 to 5 percent slopes). The Keithville soils are very slowly permeable soils that formed in loamy and clayey sediments of Tertiary age. This soil is a moderately well drained, gently sloping soil located on ridgetops or drainage divides in the uplands. It is located over clayey sediments, which are at moderate depths. Typically, the surface layer is brown and yellowish brown very fine sandy loam about 9-inches thick. The subsoil, to a depth of about 35-inches, is yellowish red and strong brown loam. Below this, to a depth of about 70-inches, is gray silty clay mottled in shades of red, brown, and yellow.

Water moves through this soil unit at a very slow rate. According to the soil survey information, the permeability of the subsoil and underlying clay ranges from 0.6 to <0.06 inches/hour (4.2×10^{-4} to 4.2×10^{-5} cm/sec). Water runs off the surface at a medium rate.

Since the natural soils meet the requirements of LAC 33:VII.717.D.1 written certification by an engineer or geologist that the surface satisfies the requirements of Paragraph D.1 will not be required.

E. Facility Subsurface Hydrology. Standards governing facility subsurface hydrology are contained in LAC 33:VII.715.A (Type I and II landfarms).

- 1. The following information on subsurface hydrology is required for all Type I facilities and Type II landfills and surface impoundments:**

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is neither a Type I facility nor a Type II landfill or surface impoundment, this subsection is not applicable.

- 2. The following information on subsurface hydrology is required for Type II landfarms. Delineation of the following information for the water table and all permeable zones from the ground surface to a depth of at least 30 feet below the zone of incorporation:**

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is not a Type II landfarm, this subsection is not applicable.

F. Facility Plans and Specifications. Standards governing facility plans and specifications are contained in LAC 33:VII.711.B (Type I and II landfills), LAC 33:VII.713.B (Type I and II surface impoundments), LAC 33:VII.715.B (Type I and II landfarms), LAC 33:717.E (Type I-A and II-A facilities), LAC 33:VII.721.A (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.A (Type III composting facilities), and LAC 33:VII.725.A (Type III separation facilities). Standards for groundwater monitoring are contained in LAC 33:VII.709.E (Type I and II facilities).

1. **Certification – The person who prepared the permit application must provide the following certification:**

“I certify under penalty of law that I have personally examined and I am familiar with the information submitted in this permit application and that the facility as described in this permit application meets the requirements of the Solid Waste Rules and Regulations. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.”

Certification of Compliance by the preparer of the permit application is provided in Appendix N, Certification of Compliance. The plans, specifications, and operations represented and described in the permit application were prepared under the supervision of a registered engineer, licensed in the State of Louisiana. The Registered Engineer's Certification is found in Appendix O.

2. **The following information on plans and specifications is required for Type I and II facilities:**

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is not a Type I or II facility, this subsection is not applicable.

3. **The following information on plans and specifications is required for Type I, II, and III landfills:**

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is not a Type I, II, or, III landfill, this subsection is not applicable.

4. **The following information on plans and specifications for the prevention of groundwater contamination must be submitted for Type I and II facilities:**

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is not a Type I or II facility, this subsection is not

applicable.

5. **The following information on plans and specifications for groundwater monitoring must be provided for Type I and II facilities:**

Whited's acknowledges the citations in this subsection. However, since the Whited's Wash Pit facility is not a Type I or II facility, this subsection is not applicable.

6. **The facility plans and specifications for Type I and II landfills and surface impoundments (surface impoundments with on-site closure and a potential to produce gases) must provide a gas collection and treatment or removal system.**

Whited's acknowledges the above citation. However, since the Whited's Wash Pit facility is not a Type I or II landfill or surface impoundment, this citation is not applicable.

LAC 33:VII.717.E.

The subject property is not located in the area of the 100-year floodplain (see Figure 4); therefore, levees or other protective measures are not required adjacent to the facility to provide an adequate freeboard above the 100-year flood elevation.

An as-built drawings of the processing tanks are included as Figure 7.

G. Facility Administrative Procedures. Standards governing facility administrative procedures are contained in LAC 33:VII.711.C (Type I and II landfills), LAC 33:VII.713.C (Type I and II surface impoundments), LAC 33:VII.715.C (Type I and II landfarms), LAC 33:VII.717.F (Type I-A and II-A facilities), LAC 33:VII.721.B (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.B (Type III composting facilities), and LAC 33:VII.725.B (Type III separation facilities).

1. The following information on administrative procedures is required for all facilities:

a. recordkeeping system; types of records to be kept; and the use of records by management to control operations;

Whited's record keeping system consists of those records necessary for the effective management of the facility and for preparing required reports. These records, shall be maintained for the life of the facility, will be kept on file for at least three years after closure and include:

- Copies of the current Louisiana Solid Waste Rules and Regulations;
- The permit;
- The permit applications;
- Permit modifications;
- All other environmental permits, applications, and pertinent correspondence;
- Training Records;
- Analytical data;
- Amounts of residential, industrial, and commercial wastes processed on-site and disposed off-site;
- All quantities will be expressed in wet-weight tons;
- Types and destination of solid waste transported for off-site disposal;
- Records of contaminated water sent off-site for disposal;
- Any other applicable or required data deemed necessary by the administrative authority; and
- Copies of all documents received from or submitted to the department.

As required by LAC 33:VII.717.F.1.a, Whited's will submit annual reports to the administrative authority indicating quantities and types of solid waste received for processing or disposal, from in-state generators and from out-of-state generators, during the reporting period of July 1 through June 30. The reports, due to be submitted by August 1 of each reporting year, will be submitted on forms obtained from the administrative authority and will include any calculations used.

Whited's acknowledges that when industrial solid waste is received, the seven-digit industrial waste number that has been assigned by the administrative authority to the industrial solid waste generator will be utilized in the annual report.

Whited's acknowledges that the annual report shall identify the quantity (expressed in wet-weight tons per year), and types of solid waste transported for disposal. The report shall also identify the permitted facility used for disposal of the waste.

Whited's shall maintain records of transporters transporting waste for processing or disposal. The records shall include the date of receipt of shipments of waste and the transporter's solid waste identification number issued by the Office of Environmental Services, Permits Division.

- b. an estimate of the minimum personnel, listed by general job classification, required to operate the facility;**

Whited's will employ the required number and levels of certified operators per the Louisiana Administrative Code, Title 46:XXIII.

In accordance with LAC 46:XXIII: 909.A.2.c Whited's is classified as a transfer station (Class B.3). Thus, in accordance with this classification and in accordance with LAC 46:XXIII: 911.A.3.a, the facility shall have a level "A" operator in responsible charge of the overall solid waste processing facility. Furthermore, in accordance with LAC 46:XXIII: 911.A.3.b, the facility shall have either a level "A" or level "B" operator who is present at the facility and in direct charge of the day-to-day operation of the facility during hours of operation. Whited's will maintain copies of the operator certificates in a file on site.

Whited's employs the necessary personnel to achieve the operational requirements of the facility. The number and level of certified operators will be prominently displayed in the office building located at the facility. The Board of Certification and Training for Solid Waste Operators and the Office of Environmental Services, Permits Division shall be notified within 30 days of any changes in the employment status of certified operators.

- c. maximum days of operation per week per facility operating day (maximum hours of operation within a 24-hour period).**

Whited's Wash Pit facility normally operates from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the facility reserves the right to operate from 0 to 24 hours per day and 0 to 7 days per week and to significantly extend the normal operating hours should the demand exist or in an

*Whited's Wash Pit, Inc.
Keithville, Louisiana*

*Part II
Supplementary Information (LAC 33:VII.521)*

emergency situation. Whited's shall notify the Louisiana Department of Environmental Quality Northwest Regional Office if the facility is going to operate outside of the normal operating hours for an extended period of time.

2. **Administrative procedures for Type II facilities shall include the number of facility operators certified by the Louisiana Solid Waste Operator Certification and Training Program (R.S. 37:3151 et seq.).**

Whited's acknowledges the above citation. However, since the facility is not a Type II facility, this citation is not applicable.

H. **Facility Operational Plans.** Standards governing facility operational plans are contained in LAC 33:VII.711.D (Type I and II landfills), LAC 33:VII.713.D (Type I and II surface impoundments), LAC 33:VII.715.D (Type I and II landfarms), LAC 33:VII.717.G (Type I-A and II-A facilities), LAC 33:VII.721.C (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.C (Type III composting facilities), and LAC 33:VII.725.C (Type III separation facilities).

1. The following information on operational plans is required for all facilities:

- a. types of waste (including chemical, physical, and biological characteristics of industrial wastes generated on-site), maximum quantities of wastes per year, and sources of waste to be processed or disposed of at the facility;

Whited's is a solid waste collection and transport service company with state collector transporter number T-017-1865. The company services commercial and industrial facilities. Whited's is a waste service handling and processing company and generates no waste.

Wastes handled and/or processed at the facility include:

- grease trap waste from restaurants or lift stations, and
- solid waste (special waste as classified by the final disposal facility).

The sources of grease trap waste are restaurants or lift stations. Solid wastes processed are typically generated by commercial and industrial facilities. The solid wastes processed at the facility are analyzed and profiled prior to pickup by Whited's. Once the waste has been approved for processing, the waste is transported to Whited's facility for dewatering and/or solidification with sawdust. The receipt of hazardous waste is prohibited. Whited's understands that any other wastes that present special handling or disposal problems may be excluded by the administrative authority.

The maximum annual quantity of waste the facility is designed to accept is approximately 1,800 wet tons per year.

Most of the solid wastes processed by Whited's are disposed of at an Allied Waste Industries (Allied) facility and are considered "special waste" by Allied. Allied's definition of "special waste" (from their website www.specialwaste.info) is any waste material which, because of its physical characteristics, chemical makeup, or biological nature requires either special handling procedures and permitting, or poses an unusual threat to human health, equipment, property, or the environment.

- b. **waste-handling procedures from entry to final disposition, which could include shipment of recovered materials to a user;**

Whited's collects grease trap waste from restaurants and lift stations. The waste is manifested from the time of pickup to disposal. The grease trap waste is transported to the facility and transferred to a holding tank inside of a concrete secondary containment area. The waste is shipped for disposal utilizing a manifest system for tracking.

Whited's handles solid waste (special waste as classified by the final disposal facility), which is analyzed and profiled prior to pickup. Once the waste has been approved for processing, the waste is transported to Whited's facility. Two methods of removing free liquids are utilized at the facility.

- 1) The majority of the waste is placed in dewatering roll off containers where the free liquids are filtered through a woven fabric liner and captured in an impervious concrete containment area and then transferred to a holding tank inside a secondary containment area.
- 2) The other method is to solidify the waste with sawdust to absorb the free liquids. This process is performed inside the impervious concrete containment area.

All processed wastes are transported for disposal to a properly permitted facility. All processed wastes are manifested in accordance with LDEQ and the final disposal facilities requirements. A flow diagram of the process is shown in Figure 8.

717.G.1.b. Open burning shall not be practiced unless authorization is first obtained from the administrative authority and any other applicable federal, state, and local authorities.

No open burning of solid waste is employed at the facility.

717.G.1.b.i. Salvaging shall be prevented unless approved by the administrative authority.

Whited's acknowledges the above citation. However, since the facility does not contain waste that is salvageable, this citation is not applicable. Also, Whited's prevents the entry of unauthorized persons into the area of the facility.

717.G.1.b.ii. Scavenging shall be prevented.

Whited's acknowledges the above citation. However, since scavenging is prohibited by the regulations, Whited's prevents the entry of unauthorized

persons into the area of the facility.

717.G.2.d. the recordkeeping procedures to be employed to ensure that all pertinent activities are properly documented.

Whited's record keeping system consists of those records necessary for the effective management of the facility and for preparing required reports. These records, shall be maintained for the life of the facility, records will be kept on file for at least three years after closure and include:

- Copies of the current Louisiana Solid Waste Rules and Regulations;
- The permit;
- The permit applications;
- Permit modifications;
- All other environmental permits, applications, and pertinent correspondence;
- Training Records;
- Analytical data;
- Amounts of wastes processed on-site and disposed off-site;
- All quantities will be expressed in wet-weight tons;
- Types and destination of solid waste transported for off-site disposal;
- Records of contaminated water sent off-site for disposal;
- Any other applicable or required data deemed necessary by the administrative authority; and
- Copies of all documents received from or submitted to the department.

As required by LAC 33:VII.717.F.1.a, Whited's will submit annual reports to the administrative authority indicating quantities and types of solid and industrial waste received for processing and disposal, from in-state generators and from out-of-state generators, during the reporting period of July 1 through June 30. The reports, due to be submitted by August 1 of each reporting year, will be submitted on forms obtained from the administrative authority and will include any calculations used.

Whited's acknowledges that when industrial solid waste is received, the seven-digit industrial waste number that has been assigned by the administrative authority to the industrial solid waste generator will be utilized in the annual report.

Whited's acknowledges that the annual report shall identify the quantity (expressed in wet-weight tons per year), and types of solid waste transported for disposal. The report shall also identify the permitted facility used for disposal of the waste.

Whited's shall maintain records of transporters transporting waste for

processing or disposal. The records shall include the date of receipt of shipments of waste and the transporter's solid waste identification number issued by the Office of Environmental Services, Permits Division.

c. minimum equipment to be furnished at the facility;

Minimum equipment necessary to operate Whited's facility includes processing tanks, above ground storage tanks, roll-off containers, an oil/water separator, sawdust, track hoe, dump trucks, vacuum trucks, tankers, shovels, and rakes.

Whited's shall provide and maintain sufficient equipment to meet the facilities operational needs.

d. plan to segregate wastes, if applicable;

A plan to segregate wastes is not necessary. However, should a load of waste contain some unacceptable materials, the waste shall be removed from the facility and transported to a properly permitted facility.

e. procedures planned in case of breakdowns, weather, and other abnormal conditions, (including detailed plans for wet-weather access and operations);

Whited's maintains its equipment so that breakdowns are very infrequent and that all equipment meets state and federal restrictions and requirements. In the event of a breakdown of any piece of equipment, a replacement is obtained or a repair is made as soon as possible.

Operations, including access, during wet weather generally proceed as they do during dry weather. Whited's will temporarily suspend operations during extremely adverse weather conditions. The decision will be made at the discretion of the certified operator. As explained in response to LAC 33:VII.521.D, Whited's facility is located on natural soils of very low permeability. The access road to the facility was constructed as all-weather roads and will not be affected by wet weather.

f. procedures, equipment, and contingency plans for protecting employees and the general public from accidents, fires, explosions, etc., and provisions for emergency care should an accident occur (including proximity to a hospital, fire and emergency services, and training programs); and

Whited's facility is equipped with fire extinguishers, strategically placed throughout the facility and in each of the company vehicles, along with

qualified employees to operate them. In the event that additional firefighting assistance is needed, the Caddo Parish Fire District 6 will be called. The fire station is located approximately three miles southwest and the standard response time is less than five minutes. Medical emergencies that can be treated using first aid are handled on site, while victims of major medical emergencies will be transported to Willis-Knighton Health System South for treatment, which is located approximately 2.5 miles northeast of the site. Willis-Knighton is one of the largest health care providers in the area. Willis-Knighton has developed and maintained a solid reputation for rendering quality medical care and will provide treatment to any injured person.

Safety training is provided to each employee on a regular basis. Records of each training session are maintained in a file for future reference. The Emergency Procedure and Contingency Plan, which outlines procedures and the contingency plan to protect the employees and the public from accidents, fires, explosions, etc. is found in Appendix I.

All employees that are employed at the Whited's facility are trained according to the facility's contingency plan and given instruction on the daily operations of the facility. The locations of each fire extinguisher and demonstrations on the correct use of the fire extinguishers are given to all employees at the facility; therefore, making the employees at the Whited's facility qualified to operate the facility's fire extinguishers.

The certified operator and/or the designated assistant, and the severity of the situation will determine if the assistance of the local fire department is needed. The certified operator and/or the designated assistant shall determine if a medical emergency will require on-site first aid or major medical attention. The Caddo Parish Fire District 6 and/or first responders shall administer first aid if deemed necessary. The Caddo Parish Fire Department is very competent and highly qualified to administer first aid or major medical attention should an incident arise which required their assistance. Proper documentation of these qualifications from Caddo Parish Fire District 6 and the closest hospital is included in Appendix J. The mode of transportation that will be used in case of a major medical emergency shall be an ambulance or a private vehicle, based upon the severity of the emergency and the decision of the certified operator and/or the designated assistant.

Proper documentation from the local fire department and the closest hospital or clinic, which states that they have received the facility's plan outlining facility operations and emergency procedures to be followed in case of accident, fire, or other emergencies, and agree with its contents is included in Appendix J. The plans shall be updated annually or when

implementation demonstrates that revision is needed.

Whited's conducts training sessions annually for all employees working at the facility. A copy of the training program will be filed with the Office of Environmental Services, Permits Division. A copy of the Employee Training Manual used at the facility is included in Appendix P.

g. provisions for controlling vectors, dust, litter, and odors.

Provisions for controlling vectors, should they become evident, shall be controlled by extermination. Dust shall be controlled by water suppression, if deemed necessary, and any waste found containing odors shall be transported in a proper container to a properly permitted Type I solid waste facility.

2. The following information on operational plans is required for Type I and II facilities:

Whited's acknowledges the citations in this subsection. However, since the Whited's facility is not a Type I or II facility, this subsection is not applicable.

3. The following information on operational plans is required for Type I and II landfarms:

Whited's acknowledges the citations in this subsection. However, since the Whited's facility is not a Type I or II landfarm, this subsection is not applicable.

4. The following information on operational plans is required for Type I-A and II-A incinerator waste-handling facilities and refuse-derived energy facilities:

a. a description of the method used to handle process waters and other water discharges which are subject to NPDES permit and state water discharge permit requirements; and

The Facility Operational Plan (Appendix Q) includes sections addressing waste characterization, handling, and management as well as QA/QC and reporting. Traffic control, support facilities, personnel involvement, analytical personnel, wet-weather operational changes, engineering protocols for maintaining drainage, and engineering protocols for maintaining capacity of the facility are discussed in the Facility Operational Plan.

The free liquids from dewatered waste are filtered through a woven fabric liner and captured in an impervious concrete containment area and then transferred to a holding tank inside a concrete secondary containment area.

A concrete slab is constructed in front of the processing tanks so that water drains to catch basins then to an oil/water separator. The water then flows to a lift station and is pumped to an outfall located at the entrance drive off of Drag Strip Road along the northwest side of the property.

- b. a plan for the disposal and periodic testing of ash (all ash and residue must be disposed of in a permitted facility).

Whited's acknowledges the above citation. However, since the facility does not handle or process ash, this subsection is not applicable.

5. The following information on operational plans is required for Type I-A and II-A refuse-derived fuel facilities and Type II separation and composting facilities:

Whited's acknowledges the citations in this subsection. However, since the Whited's facility is not a Type I-A or II-A refuse-derived fuel facility or a Type III separation and composting facility, this subsection is not applicable.

6. The operational plans for Type I-A and II-A refuse-derived fuel facilities and Type III separation and composting facilities must include a description of marketing procedures and control.

Whited's acknowledges the citations in this subsection. However, since the Whited's facility is not a Type I-A or II-A refuse-derived fuel facility or a Type III separation and composting facility, this subsection is not applicable.

7. The operational plans for Type I and II facilities receiving waste with a potential to produce gases must include a comprehensive air monitoring plan.

Whited's acknowledges the above citation. However, since the Whited's facility is not a Type I or II facility, this citation is not applicable.

I. Implementation Plan. Standards governing implementation plans are contained in LAC 33:VII.709.D (Type I and II facilities), LAC 33:VII.717.H (Type I-A and II-A facilities), and LAC 33:VII.719.E (Type III facilities).

1. The implementation plans for all facilities must include the following:

- a. a construction schedule for existing facilities which shall include beginning and ending time-frames and time-frames for the installation of all major features such as monitoring wells and liners. (Time-frames must be specified in days, with day one being the date of standard permit issuance); and**

Whited's acknowledges the above citation. However, since the facility does not require installation of any major features such as monitoring wells and liners, this citation is not applicable.

- b. details on phased implementation if any proposed facility is to be constructed in phases.**

Whited's acknowledges the above citation. However, since the Whited's facility is an existing facility and not proposed, this citation is not applicable.

2. The implementation plans for Type I and II facilities must include a plan for closing and upgrading existing operating areas if the application is for expansion of a facility or construction of a replacement facility.

Not applicable. This permit application does not include an expansion of the facility.

J. Facility Closure. Standards governing facility closure are contained in LAC 33:VII.711.E (Type I and II landfills), LAC 33:VII.713.E (Type I and II surface impoundments), LAC 33:VII.715.E (Type I and II landfarms), LAC 33:VII.717.I (Type I-A and II-A facilities), LAC 33:VII.721.D (construction and demolition debris and woodwaste landfills), LAC 33:VII.723.D (Type III composting facilities), and LAC 33:VII.725.D (Type III separation facilities)

1. The closure plan for all facilities must include the following:

a. the date of final closure;

Whited's anticipates that the facility will be operational for the foreseeable future. The estimated date of final closure is the year 2036.

b. the method to be used and steps necessary for closing the facility; and

Whited's shall clean close the facility to the extent that the need for further maintenance and potential of harm to human and health and the environment is minimized; therefore, the steps necessary, in sequential order, for closing the facility are anticipated to be as follows:

1. At least 90 days prior to the initiation of closure procedures, Whited's will notify LDEQ-PD in writing of the intent to close the facility. This notification will include the date of planned closure; a drawing showing final contours of the area after closure; changes, if any, requested in the approved closure plan; and the closure schedule and estimated cost.
2. Prior to and during closure operations, the run-off drainage system will be maintained and modified where necessary to prevent overflow of the facility to adjoining areas. Standing water will be solidified or removed as necessary.
3. Equipment associated with the facility will be cleaned and salvaged. A rodent and insect inspection will be conducted before closure of the facility. Also, extermination measures, if required, shall be performed. All remaining waste at the Whited's facility shall be removed and transported to a properly permitted facility for disposal. Whited's shall collect soil samples from specific locations at the facility. Soil samples shall be collected from beneath the concrete processing tanks and from beneath the above ground storage tank area. These soil samples will be analyzed for the appropriate constituents to verify and confirm that the underlying soils have not been impacted from the daily operations of the facility. If contamination exists, Whited's will remove the

contaminated soils to the extent necessary to achieve clean closure.

4. Whited's will submit a demonstration to the administrative authority that the site requires no further provisions to protect human health and the environment.
5. An inspection by the administrative authority will be requested and approval of proper closure will be received.
6. A ground cover will be planted to prevent erosion and to return the facility location to a more natural appearance.

The estimated cost of closure for the Whited's facility is \$10,000. The closure schedule and estimated closure cost can be found in Appendix R.

Upon determination by the administrative authority that a facility has completed closure in accordance with an approved plan, the administrative authority shall release the closure fund to the permit holder.

- c. **the estimated cost of closure of the facility, based on the cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive.**

The estimated cost of closure for the Whited's facility is \$10,000. The estimated closure cost is the cost of hiring a third party, as evidenced by their cost estimate included in Appendix R.

2. **The closure plan for Type I and II landfills and surface impoundments must include:**

Whited's acknowledges the citations in this subsection. However, since the facility is not a Type I or II landfill or surface impoundment, this subsection is not applicable.

3. **The closure Plan for all Type I and II facilities and Type III woodwaste and construction/demolition debris facilities shall include the following:**

- a. **the sequence of final closure of each unit of the facility, as applicable;**

Not applicable. This is not an application for a Type I, II, or III facility.

*Whited's Wash Pit, Inc.
Keithville, Louisiana*

*Part II
Supplementary Information (LAC 33:VII.521)*

- b. **a drawing showing final contours of the facility; and**

Not applicable. This is not an application for a Type I, II, or III facility.

- c. **a copy of the document that will be filed upon closure of the facility with the official parish record keeper indicating the location and use of the property for solid waste disposal, unless the closure plan specifies a clean closure.**

Whited's closure plan for the facility, as explained in the response to LAC 33:VII.521.J.1.b, specifies a clean closure; therefore, the filing of the referenced document will not be required.

K. Facility Post-closure. Standards governing post-closure requirements are contained in LAC 33:VII.711.F (Type I and II landfills), LAC 33:VII.713.F (Type I and II surface impoundments), LAC 33:VII.715.F (Type I and II landfarms), and LAC 33:VII.721.E (Type III construction and demolition debris and woodwaste landfills).

1. The post-closure plan for all facilities must include the following:

- a. specification of the long-term use of the facility after closure, as anticipated; and**

As explained in response to LAC 33:VII.521.J.1.b, Whited's will clean close the waste handling and processing facilities to the extent that the need for further maintenance and potential of harm to human and health and the environment is minimized; therefore, Whited's anticipates that after closure the site will be suitable for future development or as a natural environment for wildlife and growth of vegetation native to the area.

- b. the cost of conducting post-closure of the facility, based on the estimated cost of hiring a third party to conduct post closure activities in accordance with the closure plan.**

As explained in response to LAC 33:VII.521.J.1.b, Whited's will clean close the waste handling and processing facilities to the extent that the need for further maintenance and potential of harm to human and health and the environment is minimized; therefore, Whited's anticipates that no post-closure care will be necessary.

2. The post-closure plan for Type I and II facilities must include the following:

- a. the method for conducting post-closure activities, including a description of the monitoring and maintenance activities and the frequency at which they will be performed;**

As explained in response to LAC 33:VII.521.J.1.b, Whited's will clean close the waste handling and processing facilities to the extent that the need for further maintenance and potential of harm to human and health and the environment is minimized; therefore, Whited's anticipates that no post-closure care will be necessary.

- b. the method for abandonment of monitoring systems, leachate collection systems, gas-collection systems, etc.;**

Whited's facilities do not have any monitoring systems, leachate collection systems, gas-collection systems or any other features that will require abandonment.

- c. **measures planned to ensure public safety, including access control and gas control; and**

Not applicable. The facility will be clean closed.

- d. **a description of the planned uses of the facility during the post-closure period.**

Whited's currently has no specific plans for use of the land occupied by the facility. Whited's anticipates that after closure the site will be suitable for future development or as a natural environment for wildlife and growth of vegetation native to the area.

L. Financial Responsibility. Standards governing financial responsibility are contained in LAC 33:VII.727. A section documenting financial responsibility according to LAC 33:VII.727 which contains the following information, must be included for all facilities:

- 1. the name and address of the person who currently owns the land and the name and address of the person who will own the land if the standard permit is granted (if different from the permit holder, provide a copy of the lease or document which evidences the permit holder's authority to occupy the property); or**

PS, LLC owns the land on which the Whited's facility is located. PS, LLC will remain owner of the land if the standard permit is granted. The mailing address of PS, LLC is 9702 Mansfield Road, Shreveport, Louisiana 71118-4406. A copy of the lease agreement between PS, LLC and Whited's is included in Appendix A.

- 2. the name of the agency or other public body that is requesting the standard permit; or, if the agency is a public corporation, its published annual report; or, if otherwise, the names of the principal owners, stockholders, general partners, or officers;**

Whited's is requesting the permit. The partners that form Whited's are T. Paul McCullough and Ruby S. McCullough.

- 3. evidence of liability coverage, including:**

Evidence of Whited's liability coverage is included in Appendix S, Financial Assurance Documentation.

- a. personal injury, employees, and the public (coverage, carriers, and any exclusions or limitations);**

Please see the response given for LAC 33:VII.521.L.3.

- b. property damage (coverage and carrier);**

Please see the response given for LAC 33:VII.521.L.3.

- c. environmental risks; and**

Please see the response given for LAC 33:VII.521.L.3.

4. **evidence of a financial assurance mechanism for closure and/or post-closure care and corrective action for known releases when needed.**

Evidence of Whited's financial assurance mechanism is included in Appendix S.

LAC 33:VII.727

A. Financial Responsibility During Operation and for Closure and Post-Closure Care.

1. **Financial Responsibility During Operation. Permit holders or applicants for standard permits of Type I, I-A, II, II-A, and III facilities have the following financial responsibilities while the facility is in operation:**

- a. **Permit holders or applicants for Type I and II facilities shall maintain liability insurance, or its equivalent, for sudden and accidental occurrences in the amount of \$1 million per occurrence and \$1 million annual aggregate, per site, exclusive of legal-defense costs, for claims arising from injury to persons or property, owing to the operation of the site. Evidence of this coverage shall be updated annually and provided to the Office of Management and Finance, Financial Services Division.**

Whited's acknowledges the above citation. However, since the facility is not a Type I or II facility, this citation is not applicable.

- b. **Permit holders or applicants for Type I-A and II-A facilities shall maintain liability insurance, or its equivalent, for sudden and accidental occurrences in the amount of \$500,000 per occurrence, and \$500,000 annual aggregate, per site, exclusive of legal-defense costs, for claims arising from injury to persons or property, owing to the operation of the site. Evidence of this coverage shall be updated annually and provided to the Office of Management and Finance, Financial Services Division.**

Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S. Evidence of the coverage will be updated annually and be provided to the Office of Management and Finance, Financial Services Division.

- c. **Permit holders or applicants for Type III facilities shall maintain liability insurance, or its equivalent, for sudden and accidental occurrences in the amount of \$250,000 per occurrence, and \$250,000 annual aggregate, per site, exclusive of legal-defense costs, for claims arising from injury to persons or property, owing to the operation of the site. Evidence of this coverage shall be updated annually and**

provided to the Office of Management and Finance, Financial Services Division.

Whited's acknowledges the above citation. However, since the facility is not a Type III facility, this citation is not applicable.

- d. **The financial responsibility may be established by any one or a combination of the following:**
- i. **Evidence of liability insurance may consist of either a signed duplicate original of a solid waste liability endorsement, or a certificate of insurance. All liability endorsements and certificates of insurance must include:**
- (a). **a statement of coverage relative to environmental risks;**
Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S.
- (b). **a statement of all exclusions to the policy; and**
Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S.
- (c). **a certification by the insurer that the insurance afforded with respect to such sudden accidental occurrences is subject to all of the terms and conditions of the policy, provided, however, that any provisions of the policy inconsistent with the following Clauses (i) through (vi) are amended to conform with said clauses:**
- (i). **bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy;**
Whited's acknowledges the above citation.
- (ii). **the insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in Clause A.1.d.ii, iii, or iv of this Section;**

Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S

- (iii). **whenever requested by the administrative authority, the insurer agrees to furnish to the administrative authority a signed duplicate original of the policy and all endorsements;**

Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S.

- (iv). **cancellation of the policy, whether by the insurer or the insured, will be effective only upon written notice and upon lapse of 60 days after a copy of such written notice is received by the Office of Management and Finance, Financial Services Division;**

Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S.

- (v). **any other termination of the policy will be effective only upon written notice and upon lapse of 30 days after a copy of such written notice is received by the Office of Management and Finance, Financial Services Division;**

Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S.

- (vi). **the insurer is admitted, authorized, or eligible to conduct insurance business in Louisiana;**

Evidence of Whited's liability coverage is included in the Financial Assurance Documentation in Appendix S.

- e. **The use of a particular financial responsibility mechanism is subject to the approval of the administrative authority.**

Whited's acknowledges that the use of a particular financial responsibility mechanism is subject to the approval of the administrative authority.

2. Financial Responsibility for Closure and Post-Closure Care. Permit holders or applicants of Type I, I-A, II, II-A, and III facilities have the following financial responsibilities for closure and post closure care.

- a. Permit holders or applicants for processing or disposal facilities shall establish and maintain financial assurance for closure and post-closure care.**

Whited's will use a performance bond as their financial assurance for closure care. No post-closure care will be necessary.

- b. The applicant or permit holder shall submit to the Office of Management and Finance, Financial Services Division the estimated closure date and the estimated cost of closure and post-closure care in accordance with the following procedures.**

- i. The applicant or permit holder must have a written estimate, in current dollars, of the cost of closing the facility in accordance with the requirements in these rules. The estimate must equal the cost of closure at the point in the facility's operating life when the extent and manner of its operation would make closure plan, and shall be based on the cost of hiring a third party to close the facility in accordance with the closure plan.**

The estimated date of closure for the Whited's facility is 2036. The estimated cost to close the facility is \$10,000.

- ii. The applicant or permit holder of a facility subject to post closure monitoring or maintenance requirements must have a written estimate, in current dollars, of the annual cost of post-closure monitoring and maintenance for the facility in accordance with the provisions of these rules. The estimate of post-closure costs is calculated by multiplying the annual post-closure cost estimate by the number of years of post closure care required and shall be based on the cost of hiring a third party to conduct post-closure activities in accordance with the closure plan.**

Whited's acknowledges the above citation. However, post-closure monitoring or maintenance requirements will not be necessary at the facility; therefore, this citation is not applicable.

- iii. The cost estimates must be adjusted within 30 days after each anniversary of the date on which the first cost estimate was prepared on the basis of either the inflation factor derived from the Annual Implicit Price Deflator for Gross Domestic Product, as published by the U.S. Department of Commerce in**

its *Survey of Current Business* or a reestimation of closure and post-closure costs in accordance with Clauses A.2.b.i and ii of this Section. The permit holder or applicant must revise the cost estimate whenever a change in the closure/post-closure plans increases or decreases the cost of the closure plan. The permit holder or applicant must submit a written notice of any such adjustment to the Office of Management and Finance, Financial Services Division within 15 days following such adjustment.

Whited's will revise the cost estimate whenever a change occurs in the closure/post-closure care. Whited's will submit written notification to the Office of Management and Finance, Financial Services Division within 15 days following such adjustment.

- iv. **For trust funds, the first payment must be at least equal to the current closure and post-closure cost estimate, divided by the number of years in the pay-in period. Subsequent payments must be made no later than 30 days after each annual anniversary of the date of the first payment. The amount of each subsequent payment must be determined by subtracting the current value of the trust fund from the current closure and post-closure cost estimates and dividing the result by the number or years remaining in the pay-in period. The initial pay-in period is based on the estimated life of the facility.**

Whited's will use a performance bond as their financial assurance for closure care.

- c. **Financial Assurance Mechanisms. The financial assurance mechanism must be one of a combination of the following: a trust fund, a financial guarantee bond ensuring closure funding, a performance bond, a letter of credit, an insurance policy, or the financial test. The financial assurance mechanism is subject to the approval of the administrative authority and must fulfill the following criteria:**

Whited's will use a performance bond as their financial assurance mechanism for closure care. No post-closure care will be necessary. Evidence that Whited's meets the requirements of the performance can be found in Appendix S.

- i. **Except when a financial test, trust fund, or certificate of insurance is used as the financial assurance mechanism, a standby trust fund naming the administrative authority as beneficiary must be established at the time of the creation of the financial assurance mechanism into which the proceeds to such mechanism could be transferred should such funds be**

necessary for either closure or post-closure of the facility, and a signed copy must be furnished to the administrative authority with the mechanism.

The financial assurance documentation is provided in Appendix S.

- ii. **A permit holder or applicant may use a financial assurance mechanism specified in this Section for more than one facility, if all such facilities are located within Louisiana and are specifically identified in the mechanism.**

Whited's will use a performance bond for only one facility, the Whited's Wash Pit, Inc. facility.

- iii. **The amount covered by the financial assurance mechanism(s) must equal the total of the current closure and post-closure estimates for each facility covered.**

The amount covered by the financial assurance mechanism will equal the total of the current closure estimate for the Whited's facility.

- iv. **When all closure and post-closure requirements have been satisfactorily completed, the administrative authority shall execute an approval to terminate the financial assurance mechanism(s).**

Whited's will complete all closure requirements. No post-closure care will be necessary.

- d. **Details the use of Trust Funds.**

Whited's has elected to use a performance bond as their financial assurance mechanism.

- c. **Surety Bonds. Details the use of surety bonds.**

Whited's has elected to use a performance bond as their financial assurance mechanism.

- f. **Performance Bonds. A permit holder or applicant may satisfy the requirements of this Section by obtaining a surety bond that conforms to the following requirements and submitting the bond to the Office of Management and Finance, Financial Services Division.**

Whited's has elected to use a performance bond as their financial assurance mechanism.

- i. **The surety company issuing the bond must, at a minimum, be among those listed as acceptable sureties on federal bonds in Circular 570 of the U.S. Department of the Treasury and approved by the administrative authority.**

The surety company is among those listed as acceptable sureties on federal bonds in Circular 570.

- ii. **The permit holder or applicant who uses a surety bond to satisfy the requirements of this Section must also provide to the administrative authority evidence of the establishment of a standby trust fund. Under the terms of the bond, all payments made thereunder will be deposited by the surety directly into the standby trust fund in accordance with instructions from the administrative authority. The wording of the standby trust fund shall be as specified in Clause A.2.d.ix of this Section.**

Evidence of the standby trust fund is included in Appendix S (Financial Assurance Documentation).

- iii. **The bond must guarantee that the permit holder or applicant will:**

- (a). **perform final closure and post-closure in accordance with the closure plan and other requirements of the permit for the facility whenever required to do so; or**

- (b). **provide alternate financial assurance as specified in this Section and obtain the administrative authority's written approval of the assurance provided within 90 days after the date both the permit holder and the administrative authority receive notice of cancellation of the bond from the surety.**

Whited's acknowledges the above citations.

- iv. **Under the terms of the bond, the surety will become liable on the bond obligation when the permit holder fails to perform as guaranteed by the bond. Following a determination by the administrative authority that the permit holder has failed to perform final closure and post-closure in accordance with the closure plan and other permit requirements when required to do so, under the terms of the bond the surety will perform final closure and post-closure as guaranteed by the bond or will deposit the amount of the penal sum into the standby trust fund.**

Whited's acknowledges the above citation.

- v. **The penal sum of the bond must be at least equal to the current closure and post-closure cost estimates.**

Please see Appendix S (Financial Assurance Documentation).

- vi. **Whenever the current closure cost estimate increases to an amount greater than the penal sum, the permit holder, within 60 days after the increase, must either cause the penal sum to**

be increased to an amount at least equal to the current closure and post-closure estimates and submit evidence of such increase to the Office of Management and Finance, Financial Services Division, or obtain other financial assurance as specified in this Section to cover the increase. Whenever the current cost estimate decreases, the penal sum may be reduced to the amount of the current cost estimate after written approval by the administrative authority.

Whited's acknowledges the above citation.

- vii. Under the terms of the bond, the surety may cancel the bond by sending notice of cancellation by certified mail to the permit holder and to the Office of Management and Finance, Financial Services Division. Cancellation may not occur before 120 days have elapsed beginning on the date that both the permit holder and the administrative authority receive the notice of cancellation, as evidenced by the return receipts.

Whited's acknowledges the above citation.

- viii. Details the wording of the performance bond.

Please see Appendix S (Financial Assurance Documentation).

- g. Details the use of a Letter of Credit (requires a Standby Trust Agreement)

Whited's has elected to use a performance bond as their financial assurance mechanism.

- h. Details the use of Insurance

Whited's has elected to use a performance bond as their financial assurance mechanism.

- i. Details the use of the Financial Test.

Whited's has elected to use a performance bond as their financial assurance mechanism.

Whited's Wash Pit, Inc.
Keithville, Louisiana

Part II
Supplementary Information (LAC 33:VII.521)

M. Special Requirements

The administrative authority may require additional information for special processes or systems and for supplementary environmental analysis.

Whited's acknowledges the above citation. No additional information has been requested at this time.

SECTION 4.0

**LOUISIANA ADMINISTRATIVE CODE TITLE 33 – ENVIRONMENTAL
QUALITY - PART VII – SOLID WASTE – (§523. PART III: -
ADDITIONAL SUPPLEMENTARY INFORMATION)**

PART III

EXPANDED IT QUESTIONS

Whited's Wash Pit, Inc.

Keithville, Louisiana

AI No. 85869/GPT-017-1865
OU-0268/PER20060001

Expanded "IT Decision" Questions

Type IA and Type IIA Transfer and Processing Facility

November 2007

Prepared By:

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Eagle Project No. S-107-0001

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
I.	1
A	1
B	7
C	9
D	9
II.	10
A	10
B	10
C	11
D	12
E	13
III	15
A	15
B	17
C	17
D	18
E	20
F	20
IV	21
A	21
B	21
C	22
D	23
E	24
F	26
G	27
H	28
V	30
A	30
B	31
C	31
D	32
E	33

LIST OF ATTACHMENTS

ATTACHMENT

- A PROCESS FLOW DIAGRAM
- B MEMO REGARDING AIR EMISSIONS
- C AGENCY LETTERS
- D AREA MASTER PLAN
- E SITE MASTER PLAN
- F LETTERS CONCERNING TRAFFIC FLOW
- G FINANCIAL ASSURANCE DOCUMENTATION
- H ZONING COMMISSION CLASSIFICATION
- I FEMA FLOOD INSURANCE RATE MAP
- J REGISTERED WATER WELLS
- K AQUIFER RECHARGE POTENTIAL OF THE SHREVEPORT
QUADRANGLE

Revised Expanded "IT Decision" Questions

I. Have the potential and real adverse environmental effects of the proposed facility been avoided to the maximum extent possible?

A. What are the potential environmental impacts of the permittee's proposed facility?

1. *What wastes will be handled?*

- a. *Classes of chemicals*
- b. *Quantities (hazardous and non hazardous)*
- c. *Physical and chemical characteristics*
- d. *Hazardous waste classification (listed, characteristic, etc.)*

Whited's Wash Pit, Inc. facility accepts and processes non-hazardous waste streams only. Waste streams handled are listed in the following categories:

- Waste water and sediment from oil/water separators;
- Waste from sand and grit separators and chambers;
- Sludge's from commercial and industrial facilities;
- Non-hazardous hydrocarbon contaminated media; and
- Waste grease and sediment from food preparation.

The sources of commercial and industrial waste received are the result of oil/water separator systems, grit chambers, sludge's from industrial and commercial facilities and non-hazardous waste generated through cleaning or processing.

Other waste materials accepted and transported by Whited's Wash Pit, Inc. which are exempt from the Solid Waste Permitting Regulations (LAC 33:VII.301) include:

- Residential and commercial septic waste

Industrial, commercial and residential sewer lift stations, treatment plants, residential package plants and conventional septic tanks typically generate these wastes.

The receipt of hazardous waste, mercury and/or cadmium-bearing batteries, PCBs, and asbestos are strictly prohibited and prevented by the analytical testing and profiling of the waste stream prior to pick-up and removal.

The maximum annual quantity of waste the facility is designed to accept is approximately 1,800 wet tons per year.

2. *How will they be handled?*

- a. *Treatment*
- b. *Storage*
- c. *Disposal*

Waste Handling

The majority of incoming waste transported to the Whited's facility is by vacuum truck. Waste is also transported by dump truck or by other types of sealed containers. The method used to handle the waste at the facility is determined by whether the waste will be solidified in the solidification tank or unloaded to a dewatering container. Prior to pick-up of any waste, the waste has been profiled through testing, process knowledge, and/or MSDS data. All waste removed and transported by Whited's Wash Pit, Inc. is manifested before removal. The manifest contains information regarding the generator, physical location, parish, and state where the load originated. Also, the manifest lists the type of waste that is being transported to the facility. All locations from which waste is accepted and the types of incoming waste to the facility are recorded in the daily log listing quantities in gallons or yards.

After the load has been logged in, the truck is directed to the waste unloading area depending on the method of handling. Once the truck is unloaded, the truck is rinsed out, if needed, to remove any remaining solids. A Process Flow Diagram is included in Attachment A.

Waste De-Watering

Some waste streams can be placed in a de-watering roll off container. These containers have a sub floor with perforated bottom and sides; this allows a fabric liner to be installed to allow free liquids to seep through capturing the solids. The free liquids are free flowed through a discharge line and captured in the concrete tank. Once a sufficient amount is collected, it is transferred to a wastewater holding tank. This tank is located inside of a concrete secondary containment area. The waste that is collected in the de-watering container is monitored to establish the time that enough moisture has been removed to pass paint filter screening for final disposal at a properly permitted facility. The de-watering containers have tarp covers to eliminate rainwater if

necessary.

Waste Solidification

Some waste streams cannot be de-watered due to clogging of the fabric liner. These wastes are placed in the solidification tank where a medium of sawdust is blended into the waste. This process sometimes requires allowing the waste to be introduced to the solidification tank from a vacuum truck at small increments. This allows control of the speed of the solidification process so that the solidification tank will not be overloaded. As the material is solidified, the waste is placed in an approved container with sealed rear doors or a poly lining to ensure no leakage prior to transportation to a properly permitted disposal facility. Whited's does not store waste long enough to cause a nuisance, health hazard, or detriment to the environment.

Residual Waste

Any waste produced by Whited's will be properly containerized and sent off-site to a properly permitted facility for disposal.

White Goods

Not applicable. Whited's facility is a Type IA and IIA facility. No white goods are accepted or disposed at the facility.

Record Keeping System

Whited's record keeping system consists of those records necessary for the effective management of the facility and for preparing required reports. These records, shall be maintained for the life of the facility, records will be kept on file for at least three years after closure and include:

- Copies of the current Louisiana Solid Waste Rules and Regulations;
- The permit;
- The permit applications;
- Permit modifications;
- All other environmental permits, applications, and pertinent correspondence;
- Training Records;
- Analytical data;
- Amounts of wastes processed on-site and disposed off-site;
- All quantities will be expressed in wet-weight tons;

- Types and destination of solid waste transported for off-site disposal;
- Records of contaminated water sent off-site for disposal;
- Any other applicable or required data deemed necessary by the administrative authority; and
- Copies of all documents received from or submitted to the department.

As required by LAC 33:VII.717.F.1.a, Whited's will submit annual reports to the administrative authority indicating quantities and types of solid and industrial waste received for processing and disposal, from in-state generators and from out-of-state generators, during the reporting period of July 1 through June 30. The reports, due to be submitted by August 1 of each reporting year, will be submitted on forms obtained from the administrative authority and will include any calculations used.

Whited's acknowledges that when industrial solid waste is received, the seven-digit industrial waste number that has been assigned by the administrative authority to the industrial solid waste generator will be utilized in the annual report.

Whited's acknowledges that the annual report shall identify the quantity (expressed in wet-weight tons per year), and types of solid waste transported for disposal. The report shall also identify the permitted facility used for disposal of the waste.

Whited's shall maintain records of transporters transporting waste for processing or disposal. The records shall include the date of receipt of shipments of waste and the transporter's solid waste identification number issued by the Office of Environmental Services, Permits Division.

Daily Cleanup

Whited's has provisions for daily cleanup of the facility, including equipment and waste-handling areas. Daily cleanup consists of insuring that all waste coming into the facility has been placed in the concrete tank or dewatering container. In addition, the certified operator and/or a designated assistant will conduct a thorough inspection of the grounds at the end of each workday to ensure that all daily cleanup matters have been addressed. Any matter that has not been addressed will be attended to and corrected immediately. These provisions will ensure daily cleanup of the facility. The perimeter barrier, which prevents ingress and egress into the facility except by willful

entry, also precludes unauthorized salvaging and scavenging at the facility. The front and only entrance into the facility is monitored or locked at all times. All containers will prevent access by rodents and insects, minimize the escape of odors, and keep out water, in accordance with LAC 33:VII.703.A.2.

Water Run-off Collection System

Operations, including access, during wet weather generally proceed as they do during dry weather. Whited's will temporarily suspend operations during extremely adverse weather conditions. The decision will be made at the discretion of the certified operator. Whited's facility is located on natural soils of very low permeability. The access road to the facility as well as all internal access roads were constructed as all-weather roads and will not be affected by wet weather. The concrete waste processing tanks are constructed with curbing that extends above the elevation of the surrounding ground surface so that surface drainage into the area of the waste processing tanks is minimized. Storm water runoff from most of the site is routed to drainage ditches located to the west along Drag Strip Road and to the north within the facility and thence to an unnamed tributary of Boggy Bayou. North of the building, storm water and wash down is channeled to catch basins and then piped through an oil/water separator for the separation of any grease or oils. This water is then discharged into a storm water ditch; therefore, surface drainage through the operating areas of the facility is prevented. Whited's has applied for a LPDES storm water permit with the LDEQ-PD.

As a precautionary measure, protective concrete secondary containment area surrounds the aboveground storage tanks. As necessary, a vacuum truck shall be used to extract the water from the storage tanks. The contaminated water shall then be transported and disposed at a properly permitted facility.

Reuses of Wood Ash

Wood ash is not utilized or generated at the facility. Sawdust is utilized to solidify the waste to absorb free liquids. This process is performed inside the impervious concrete tanks. Once a waste stream is solidified, the material is transported to a disposal facility.

3. *Sources of waste*

- a. *On-site generation (type and percentage of total handled)*
- b. *Off-site generation (type and percentage of total handled)*

All waste transported to the Whited's facility is generated off-site. Whited's collects grease trap waste from restaurants and lift stations. The waste is manifested from the time of pickup to disposal. The grease trap waste is transported to the facility and transferred to holding tanks inside of a concrete secondary containment area. The waste is shipped for disposal utilizing a manifest system for tracking.

Whited's handles solid waste (special waste as classified by the final disposal facility), which is analyzed and profiled prior to pickup. Once the waste has been approved for processing, the waste is transported to Whited's facility.

All processed wastes are manifested in accordance with LDEQ and the final disposal facility requirements.

Most of the solid wastes processed by Whited's are disposed of at an Allied Waste Industries (Allied) facility and are considered "special waste" by Allied. Allied's definition of "special waste" (from their website www.specialwaste.info) is any waste material which, because of its physical characteristics, chemical makeup, or biological nature requires either special handling procedures and permitting, or poses an unusual threat to human health, equipment, property, or the environment.

4. *Where will the wastes be shipped if not handled at this site?*

All wastes are profiled prior to shipment to Whited's facility to ensure that it is a waste that Whited's is permitted to handle. If unacceptable wastes are found at the generation facility, then the generator will be informed that the waste does not meet Whited's requirements for processing.

5. *What wastes will remain on-site permanently?*

No waste shall permanently remain on-site. All wastes received are to be processed and disposed at a properly permitted disposal facility.

Whited's will clean close the facility to the extent that the need for further maintenance and potential of harm to human health

and the environment is minimized. All remaining waste at the facility will be removed and transported to a properly permitted facility for disposal.

B. By which of the following potential pathways could releases of materials from the proposed facility endanger local residents or other living organisms?

1. Air.

Whited's facility not does have the potential to release materials into the air. The facility handles materials that have a high moisture level and no dusting occurs. However, Whited's does receive materials that exhibit a strong odor. These materials are handled as rapidly as possible. Waste materials are not held long enough to produce excessive levels of methane gases.

The above ground storage tanks in use at the facility are considered Insignificant Activities according to LAC 33:III. 503.B.5 Table A as explained in a memo dated November 13, 2006 included in Attachment B.

2. Water.

A Type IA and IIA facility does have the potential to release materials into the water, however Whited's has taken appropriate measures to greatly reduce this occurrence. Whited's facility is located on natural soils of very low permeability. Storm water runoff is routed to a drainage ditch and into an unnamed tributary of Boggy Bayou. A concrete slab is constructed in front of the solidification tanks so that water drains to catch basin pits flowing to an oil/water separator. Water then flows to a lift station and is pumped to an outfall.

Wastewater from the solidification tank is pumped into an aboveground storage tank. A secondary containment curb has been constructed along the perimeter of the wastewater holding slab to prevent any contaminated water from escaping during a storm event and/or wash down; therefore, storm water runoff is prevented from draining through the operating areas of the facility. Whited's has applied for a LPDES storm water permit with the LDEQ. Whited's solidification tanks have been constructed in such a way that it protects public safety and the safety of the environment and other living organisms.

3. *Soil.*

A Type IA and IIA facility does have the potential to release materials into the soil, however Whited's has taken appropriate measures to greatly reduce this occurrence. These measures include containment and collection of water that are a result of waste processing. Free liquids are pumped to a wastewater holding tank. Wastes that have been solidified are placed in proper containers as defined by 703.A.2, and prepared for shipment to approved disposal facilities. These precautionary measures are taken so that surface soil and/or the environment would not be adversely impacted as a result of the operations performed at the facility.

4. *Food.*

Whited's facility has taken measures to prevent the discharging of pollutants into the environment, which could ultimately have a negative impact on the food of the area. In addition, the solidification tanks protect surface soil. Also, the waste containers at the facility have sealed rear doors or poly lining and are covered to ensure no contamination of surface soils. The operations at the Whited's facility pose very little threat to the environment. The facility is located in a region of Caddo Parish that is zoned heavy industrial; therefore, the facility has a very minimal chance of becoming in contact with any form of food or food storage.

5. *Habitat.*

The appropriate letters have been obtained from the U.S. Fish and Wildlife Service and the Louisiana Department of Wildlife and Fisheries. These agencies have concluded that the property is not a critical habitat to any rare, significant, threatened or endangered species. However, potential jurisdictional wetlands are present within 1,000 feet of the Whited's facility perimeter.

The U.S. Army Corps of Engineers (USACE) has determined that there are jurisdictional areas northwest of the property along an unnamed tributary of Boggy Bayou (see USACE letter dated December 18, 2006 in Attachment C). The approximate extent of wetlands and other waters of the United States within 1,000 feet of the property were identified on a map enclosed with the December 18, 2006 letter. Jurisdictional areas were identified northwest of the facility. No Jurisdictional areas were identified by the USACE on Whited's property.

C. What is the likelihood or risk potential of such releases?

The likelihood or risk potential of such releases at Whited's facility is very low. Whited's handles and processes non-hazardous waste. These materials pose a very minimal risk of adverse impact to local residents or other living organisms due to the nature of their contents.

D. What are the real adverse environmental impacts of the permittee's proposed facility?

1. Short term effects

a. Land area taken out of system

Before construction of the Whited's facility, the property had been vacated due to tornado damage. Prior to development the property was 2.79 acres of undeveloped wooded land that was zoned Heavy Industrial. The Whited's facility consists of 2.79 acres; however, less than 1 acre is actually used as the area of operation.

No ecological, historical, or otherwise sensitive areas exist within 1,000 feet of the facility. Due to the non-hazardous nature of the waste handled and processed at the facility, Whited's anticipates that, after closure, the property will be suitable for further development of industrial facilities, construction development, commercial development, etc. The property could possibly be used for any facility or development that would need an industrial zoning to conduct business. The property would also be suitable as natural environment for wildlife and the growth of vegetation native to the area. The nature of operation of the Whited's facility suggests that it will have a very minimal real adverse environmental impact.

2. Long term effects.

Whited's facility shall be operated in a way to minimize long-term effects to the environment. Protective measures have been taken by Whited's to minimize the impact to air, water, soil, food, and habitat. Provisions have been made to control odor, and soil contamination. Also, containers found at the facility that are used for waste storage are in accordance with 703.A.2. Whited's has applied for a LPDES storm water permit to ensure public safety and preservation of the environment. The operation of the facility and the protective measures taken by Whited's

poses a low risk potential or likelihood to have a long-term effect on the environment.

II. Does a cost benefit analysis of the environment impact costs balanced against the social and economic benefits of the proposed facility demonstrate that the latter outweighs the former?

A. How was it determined that this facility was needed?

1. *Local or regional survey.*
2. *On-site or off-site needs*
3. *Regional solid waste management benefit*
4. *Generic survey of solid waste needs (compatibility with master plan)*

Whited's facility was constructed to provide a service to the community to handle waste streams that require special handling. It has been determined that the Whited's facility is the only Type IA and IIA solid waste transport and processing service that handles industrial and commercial waste in East Texas, Northwest Louisiana, and South Arkansas. There is not another facility or service similar to the service provided at the facility by Whited's. The facility was also deemed necessary after evaluating the benefits provided to the solid waste management plan of the region. The facility aids and benefits the solid waste management of the region by providing a service that handles, tracks, and properly processes for disposal waste materials generated by small private companies to large commercial and industrial manufacturers in the region. The facility provides a valuable service to the community in that it handles non-hazardous materials that would otherwise possibly be destined for improper handling and disposal methods.

B. What will be the positive economic effects on the local community?

1. *How many permanent jobs will be created?*
2. *What is the expected annual payroll?*
3. *What is the expected economic multiplier from item B2?*
4. *What is the expected tax base and who will receive benefits?*

Currently, Whited's employs approximately six permanent employees. Whited's shall employ the appropriate number of employees to operate the facility and render excellent service to the community. Whited's hopes to grow the company increasing revenue and permanent employees. The facility puts back positive contributions into the local economy with continued

operation of the facility in the form of permanent jobs and tax revenue to local, parish, and state governments.

The expected annual payroll for Whited's facility is approximately \$200,000. The expected tax base for the facility is approximately \$4,651. The city of Shreveport and Caddo Parish shall receive the benefits from the operation of the facility. Other surrounding cities and parishes will also benefit from products and services needed to operate our facility. These benefits include stimulation to the local economy, creation of permanent jobs, tax revenue, and better overall living conditions in the surrounding communities. The tax revenue could aid in funding more police patrols in neighborhoods, government programs for youth, updated equipment for fire and ambulance personnel, and funding for educational institutions. There are many more benefits to the local economy that could arise from the operation of the Whited's facility in the region.

C. What will be the potential negative economic effects on the local community?

1. What are the possible effects on property values?

The immediate area is zoned Heavy Industrial; therefore, the facility will not have an adverse impact on property value.

2. Will public costs rise for:

- a. Police protection*
- b. Fire protection*
- c. Medical facilities*
- d. Schools*
- e. Roads (also see below)*

Willis Knighton South Hospital, Caddo Fire District 6, and other local agencies have been contacted and notified of the type of operations conducted at the Whited's facility. All agencies have committed to honoring their respective duties and responsibilities concerning the facility at its current operating status. The Caddo Parish Department of Public Works and the Louisiana Department of Transportation and Development have been notified, and both agencies expressed no concern with the daily operations of the Whited's facility. In addition, the entrance to the facility is monitored during operation hours and locked when the facility is not in operation. Whited's shall operate the facility in a safe and responsible manner, so that an additional burden will not be placed

on emergency personnel; therefore, public costs will not rise from operation of the facility.

3. *Does the prospective site have the potential for precluding economic development of the area by business or industries because of risk associated with establishing such operations adjacent to the proposed facility?*

The Whited's facility does not have the potential for precluding economic development of the area by business or industries because of risk associated with establishing such operations adjacent to the facility. The zoning of the property, which is issued by the Metropolitan Planning Commission, is Heavy Industrial.

D. Was transportation a factor in choosing the proposed site?

1. *What mode(s) of transportation will be used for the site?*
 - a. *Truck*
 - b. *Rail*
 - c. *Barge*
 - d. *Other*

All loads that come into the facility are brought by truck. No other mode of transportation is used for the facility.

2. *What geographical area will it serve?*

The geographical area that the facility will serve is mainly Northwest Louisiana. Occasionally, waste will be transported to the facility outside of Northwest Louisiana, from areas such as Middle/South Louisiana, East Texas, and South Arkansas. The location and quantity of all waste accepted at the facility is recorded and maintained at the facility. The site location is shown in the Area Master Plan, which is included in Attachment D.

3. *By how much will local road traffic volume increase?*
 - a. *Can local roads handle the traffic volume expected?*
 - b. *Can local roads handle the weight of trucks?*

Whited's does not anticipate any adverse effects on traffic in the area. The trucks that will bring in waste to the facility will not be under any special traffic or weight restrictions. The entrance into

the facility is on an all-weather road. This allows for no adverse effects on road conditions due to inclement weather. Area roads are asphalt or concrete roads capable of handling the traffic requirements of the area. The Site Master Plan, which is included in Attachment E, illustrates the entrance road of the facility and other site features. Letters from DOTD and the Caddo Parish Department of Public Works stating that the facility shall not have an adverse impact upon the local roads are included in Attachment F.

E. What are the long-term expectations of the proposed site?

1. Longevity of the facility.

Whited's does not anticipate closure of the Type IA and IIA facility in the near future. Whited's offers a valuable service to the public, and does not foresee any changes in operations.

2. Who owns the facility?

PS, LLC owns the land on which the Whited's facility is located. Whited's is the owner of the Type IA and IIA facility. Whited's leases the property on which the facility is located from PS, LLC.

3. Are the owners financially backed by others?

Others do not financially back the corporation.

4. When is closure anticipated?

The estimated closure date is 2036.

5. Who is responsible for the site after closure?

Whited's will remain the responsible party for the site after closure.

6. What assurances will there be that the site will be closed in accordance with the plan?

Whited's has no immediate plans for closure; however, prior to closure, the LDEQ-PD will be formally notified of pending closure to ensure that proper procedures are correctly implemented and conducted. Whited's will submit to the LDEQ a Closure Plan outlining steps that will be taken in order to clean close the facility. The LDEQ will also receive a closure certification from

the facility to ensure that it has been properly closed. Whited's is responsible for maintaining safe environmental control of the facility and will operate the facility in a safe and responsible environmental manner.

7. *What financial assurances will be established to demonstrate the ability to handle problems after closure?*

The performance bond was chosen as the evidence of Whited's financial assurance to handle any closure or post-closure care. A copy of the financial assurance documentation can be found in Attachment G.

8. *Who certifies that the site is properly closed?*

Once a closure certification is received from the facility, the administrative authority will make the final determination if the facility is properly closed.

9. *How are people protected from unwittingly buying land after closure*

a. *Is the closed facility recorded in the deed?*

Whited's will clean close the facility to the extent that the need for further maintenance and potential of harm to human health and the environment is minimized; therefore, the steps necessary, in sequential order, for closing the facility are anticipated to be as follows:

1. At least 90 days prior to the initiation of closure procedures, Whited's will notify LDEQ-PD in writing of the intent to close the facility. This notification will include the date of planned closure; a drawing showing final contours of the area after closure; changes, if any, requested in the approved closure plan; and the closure schedule and estimated cost.
2. Prior to and during closure operations, the run-off drainage system will be maintained and modified where necessary to prevent overflow of the facility to adjoining areas. Standing water will be solidified or removed as necessary.
3. Equipment associated with the facility will be cleaned and salvaged. A rodent and insect inspection will be

conducted before closure of the facility. Also, extermination measures, if required, shall be performed. All remaining waste at the Whited's facility shall be removed and transported to a properly permitted facility for disposal. Whited's shall collect soil samples from specific locations at the facility. These soil samples will be analyzed for the appropriate constituents to verify and confirm that the underlying soils have not been impacted from the daily operations of the facility.

4. Whited's will submit a demonstration to the administrative authority that the site requires no further provisions to protect human health and the environment.
5. An inspection by the administrative authority will be requested and approval of proper closure will be received.
6. A ground cover will be planted to prevent erosion and to return the facility location to a more natural appearance.

The facility will be clean closed; therefore, a record will not have to be attached to the property deed.

b. What future uses is possible?

There are many possible future uses of the property. Just a few of these possible future uses of the property include further development of industrial facilities, construction development, commercial development, etc. The property could possibly be used for any facility or development that would need an industrial zoning to conduct business. During closure of the facility, the property will be restored back to a more natural condition.

III. Are there alternative projects, which would offer more protection to the environment than the proposed facility with out unduly curtailing no environmental benefits?

A. Why was this technology chosen (e.g., incineration over land filling?)

1. Are other technologies available?

To our knowledge there are no other technologies available to dispose of the types of wastes handled by Whited's. However, other technology is available to handle the waste. The process

employed by Whited's is clearly the most efficient, cost effective, and environmentally sound. Whited's chose to implement this type of facility because there is no other facility in the area that is similar. The advantage that the facility offers to the area and to the public is that materials that could possibly be destined for improper handling and disposal are correctly managed. The technology that the facility utilizes is a much better alternative than the other available technologies. This technology is also a great service to the community and it is environmentally sound and responsible.

2. *Describe the engineering design and operating techniques used to compensate for any site deficiencies.*

The existing facility has effectively served Whited's needs in managing the wastes that are handled by the facility. The design and operational technique used is quite simple. The method used to handle the waste at the facility is determined by whether the waste will be solidified in the solidification tank or unloaded to a dewatering container. After the load has been logged in, the truck is directed to the waste unloading area depending on the method of handling. Once the truck is unloaded, the truck is rinsed out, if needed, to remove any remaining solids.

Waste De-Watering

Some waste streams can be placed in a de-watering roll off container. These containers have a sub floor with perforated bottom and sides; this allows a fabric liner to be installed to allow free liquids to seep through capturing the solids. The free liquids are free flowed through a discharge line and captured in the concrete tank. Once a sufficient amount is collected, it is transferred to a wastewater holding tank. This tank is located inside of a concrete secondary containment area. The waste that is collected in the de-watering container is monitored to establish the time that enough moisture has been removed to pass paint filter screening for final disposal at a properly permitted facility. The de-watering containers have tarp covers to eliminate rainwater if necessary.

Waste Solidification

Some waste streams cannot be de-watered due to clogging of the fabric liner. These wastes are placed in the solidification tank where a medium of sawdust is blended into the waste. This process sometimes requires allowing the waste to be introduced to

the solidification tank from a vacuum truck at small increments. This allows control of the speed of the solidification process so that the solidification tank will not be overloaded. As the material is solidified, the waste is placed in an approved container with sealed rear doors or a poly liner to ensure no leakage prior to transportation to a properly permitted disposal facility. Whited's does not store waste long enough to cause a nuisance, health hazard, or detriment to the environment.

B. Is the proposed technology an improvement over that presently available?

The most likely remaining technology would be to dispose of the waste at a disposal facility without proper processing prior to disposal. Whited's facility was constructed to provide a service to the community to handle waste streams that require special handling. The technology incorporated by Whited's is a significant improvement over disposal without proper processing. By solidifying the types of waste processed at the facility, adverse environmental impacts are avoided. The facility provides a valuable service to the community in that it handles non-hazardous materials that would otherwise possibly be destined for improper handling and disposal methods.

C. Describe the reliability of technology chosen.

1. Past experiences.

The technology chosen is very reliable since very few machines are used. The waste is manually inspected and manually handled. The equipment utilized, including the concrete handling tanks, above ground storage tanks, roll-off containers, an oil/water separator, sawdust, track hoe, dump trucks, vacuum trucks, tankers, and shovels keep the Whited's facility operating in an efficient manner. The equipment used at the Whited's facility is very durable and reliable, when properly maintained. Whited's conducts daily inspections of the equipment, thus minimizing the likelihood of breakdown.

2. Environmental Impacts.

Because the technology used at the facility is reliable and simple, there is a very minimal risk of adverse environmental impact. Operation of the Whited's facility will not have adverse impacts on potential wetlands near the facility. The processing equipment is designed and operated to prevent environmental impact.

Any potential jurisdictional areas within 1,000 feet of the facility are protected from adverse impact of operation of the facility by the concrete secondary containment area that surrounds the above ground storage tanks and by the concrete curbing that extends above the elevation of the surrounding ground surface so that surface drainage into the area of the waste handling tanks is minimized.

D. Describe the sequence of technology used from arrival of wastes to the end process at the facility (flow chart).

1. Analysis of waste.

Waste transported to the facility is required to be profiled prior to pick-up. This is accomplished through MSDS Data, process knowledge, and/or analytical testing. Once profiled and prior to loading, the waste is inspected for acceptable and unacceptable waste at time of pick-up.

2. Unloading.

Once the load is deemed acceptable and transported to the facility, the waste is logged in and the truck is then directed to the assigned unloading area required for that particular waste. Liquid waste streams are unloaded to holding tanks within secondary concrete containment area. Waste streams to be solidified are unloaded to an impervious concrete containment area for handling.

3. Storage.

Some wastes that are placed in a de-watering container may remain in that container through final disposal. This process eliminates the need of additional handling. Wastes that have been solidified and dried will be placed in storage containers prior to shipment to the final disposal facility. These containers have sealed rear doors or poly lining and tarp covers to ensure no leakage or rainwater introduction. The maximum amount of solid waste ever on-site at the Whited's facility would be the volume of the concrete processing tanks, estimated at 36 cubic yards based upon design capacity; the volume of dewatering roll-off containers, estimated at 48 cubic yards; and the volume of the above ground storage tanks, estimated at 24,500 gallons.

4. *Treatment.*

If the waste is to be solidified, it is unloaded to the solidification tank where a medium of sawdust is blended with the waste for stabilization. Once the waste is solidified, it is placed in a lined and covered container in preparation for transportation to final disposal.

5. *Monitoring.*

Wastes that are received at the Whited's facility are monitored at the initial entry into the facility, when unloaded, and during the solidification process. The containers that hold waste that is going to be transported to a properly permitted facility for disposal are continuously monitored.

6. *Closure.*

The site will be clean closed by notifying the LDEQ at least 90 days prior to initialization of closure procedures of the intent to close the facility. Also, prior to and during closure operations, the run-off drainage system will be maintained to prevent overflow of the facility to adjoining areas. Equipment associated with the facility will be cleaned and salvaged, and an insect and rodent inspection will be conducted at the property. If required, extermination measures shall be provided. Whited's shall then submit a demonstration to the administrative authority that the site requires no further provisions to protect human health and the environment. An inspection by the administrative authority will be requested and approval of proper closure will be received. Finally, a ground cover will be planted to prevent erosion and to return the facility location to a more natural appearance.

7. *Post-Closure.*

Post-closure care is not necessary because the facility will be clean closed.

8. *Disposal.*

Waste transported to the Whited's facility is manifested from the point of generation to the facility. Once waste has been deemed ready for final disposal, it is manifested to a properly permitted disposal site thus creating a closed loop tracking system. Disposal of waste is not conducted at the facility.

9. *Any residuals requiring further handling.*

Any waste produced by Whited's will be properly containerized and sent off-site to a properly permitted facility for disposal.

E. Will this facility replace an outmoded/worse polluting one?

The Whited's facility is not replacing an outmoded/worse polluting one. The Whited's facility is an existing facility.

F. What consumer products are generating the waste to be disposed?

Whited's facility accepts and processes non hazardous waste streams only. Waste streams handled are listed in the following categories:

- Waste water and sediment from oil/water separators;
- Waste from sand and grit separators and chambers;
- Sludge's from commercial and industrial facilities;
- Non-hazardous hydrocarbon contaminated media; and
- Waste grease and sediment from food preparation.

The sources of commercial and industrial waste received are the result of oil/water separator systems, grit chambers, sludge's from industrial and commercial facilities, and non-hazardous waste generated through cleaning or processing.

Other waste materials accepted and transported by Whited's facility which are exempt from the Solid Waste Permitting Regulations (LAC 33:VII.301) include:

- Residential and commercial septic waste

Industrial, commercial and residential sewer lift stations, treatment plants, residential package plants and conventional septic tanks typically generate these wastes.

The receipt of hazardous waste, mercury and/or cadmium-bearing batteries, PCBs, and asbestos are strictly prohibited and prevented by the analytical testing and profiling of the waste stream prior to pick-up and removal.

IV. Are there alternative sites that would offer more protection to the environment than the proposed facility site without unduly curtailing nonenvironmental benefits?

A. Why was this site chosen?

1. Specific advantages of the site.

Whited's selected this site because of its isolated location from large residential neighborhoods and its heavy industrial zoning classification. It is also convenient due to its proximity to the major thoroughfares in the area. Whited's facility is located on natural soils of very low permeability.

2. Were other sites considered and rejected?

Whited's acknowledges that other sites could have been possible locations for their facility. The facility could have been constructed at multiple locations in the region and would not have impacted public health or the environment. The engineering design of the facility enables it to be constructed at multiple locations. In addition there is protective curbing that is constructed around the processing tanks that prevents the washout of solid waste if floodwaters threatened the facility. Drainage ditches within the facility aid in the water management by diverting the water into the major drainage system of the area. The property that the Whited's facility is constructed upon is very capable of meeting the demands of the facility and does not endanger public health or the environment. This property is also zoned I-2, Heavy Industry District which further supports the location of the facility.

3. Is the location of the site irrevocable; i.e., would denial of permit based on site preclude the project?

Whited's is an existing facility. Its location is irrevocable. The Whited's facility has been constructed upon approximately 2.79 acres located on Drag Strip Road in Keithville. Denial of a permit based on the site would preclude the project.

B. Is the chosen site in or near environmentally sensitive areas?

1. Wetlands.

The U.S. Army Corps of Engineers (USACE) has determined that there are jurisdictional areas northwest of the property along an

unnamed tributary of Boggy Bayou (see USACE letter dated December 18, 2006 in Attachment C). The approximate extent of wetlands and other waters of the United States within 1,000 feet of the property were identified on a map enclosed with the December 18, 2006 letter. Jurisdictional areas were identified northwest of the facility. No Jurisdictional areas were identified by the USACE on Whited's property.

2. *Estuaries.*

The Whited's facility is not near an estuary.

3. *Critical habitat.*

The Whited's facility is not near a critical habitat. Letters stating that the facility is not near any critical habitats were obtained from the U.S. Fish and Wildlife Service and the Louisiana Department of Wildlife and Fisheries, and are included in Attachment C.

4. *Historic or culturally significant areas*

- a. *Indian mounds*
- b. *Antebellum houses*
- c. *Tourist attractions or facilities (e.g., bed and breakfast inns)*

The Whited's facility is not near any historic or culturally significant areas such as indian mounds, antebellum houses, or tourist attractions or facilities. A letter stating that the Whited's facility is not near any historic or culturally significant areas was obtained from the Louisiana Department of Culture, Recreation, and Tourism and included in Attachment C. A letter indicating that the Whited's facility does not conflict with existing recreational facilities was obtained from the Louisiana Office of State Parks and also included in Attachment C.

C. What is the zoning and existing land use of the prospective site and nearby area?

1. *Is the site located near existing heavy industrial, chemical process or refinery operations?*

The facility is located in a heavy industrial area of Keithville. The Whited's facility and the surrounding areas are zoned I-2, Heavy Industrial District. Areas located northwest and east of the

facility are zoned R-A, Residence-Agriculture District. The zoning commission classification can be found in Attachment H.

2. *Is there a precedent for chemical contamination near the site or is the soil and water pristine?*

There is not a known precedent for chemical contamination near the Whited's facility.

3. *Is the area particularly noted for its esthetic beauty?*

The area surrounding the Whited's facility is not particularly noted for its esthetic beauty.

D. Is the site flood prone?

1. *Is the site in a flood plain?*

- a. *How current are the maps used to make flood plain determinations?*

The FEMA Flood Insurance Rate Map included as Attachment I is dated May 17, 2004.

- b. *What is the elevation of the site?*

The base flood elevation of the surrounding area is 163 feet. Whited's facility is located on relatively flat land having known elevation of approximately 170 feet National Geodetic Vertical Datum (NGVD). The surrounding topography of the area of the facility is shown in the figure in Attachment D. As a precautionary measure, concrete secondary containment curbing surrounds the processing tanks to prevent washout of solid waste.

- c. *Is diking required or desired to provide flood protection?*

- i. *What is the design height of the dike?*
- ii. *How is the dike protected from erosion?*
- iii. *What frequency and design storm was used?*
- iv. *Is the access to the site over or through dikes?*

As shown on the Flood Insurance Rate Map (Attachment I), Whited's facility is not located in the 100-year flood plain; therefore, the facility will not affect the 100-year base flood or the water storage capacity of the flood plain and the

integrity of the facility will not be affected by the 100-year base flood.

2. *Is the site hurricane vulnerable?*

- a. *Is the site in an area subject to storm surge?*
- b. *What are the design storm specifications?*
- c. *Should damage from wave action be considered?*
- d. *For what levels of wind speed is the facility designed?*

The Whited's facility is not located in an area subject to hurricane storm surge; however, the facility is constructed so that it could operate and withstand rainfall resulting from a 24-hour, 25-year storm episode.

E. Is groundwater protected?

1. *Are aquifers or recharge areas underlying the site used for drinking water?*

One industrial water supply well is located on the subject property south of the building. The results of a search of the Louisiana Department of Transportation and Development (DOTD), Water Resources Section registered water well database (Attachment J) indicates there are 13 private domestic (residential) water wells within 2,000 feet of the perimeter of the Whited's facility. Within one mile of the facility are seven public supply wells, one industrial water supply well, and one irrigation well. The public supply wells are owned by industries in the area and trailer parks.

According to Map No. 5 of the Aquifer Recharge Atlas ("Aquifer Recharge Potential of the Shreveport Quadrangle," 1988) prepared for the LDEQ Groundwater Protection Division, the Whited's facility and areas within 1,000 feet of the perimeter of the facility are located in an area with no aquifer recharge potential. According to the reference on the map, the facility is located in "areas that do not recharge major Louisiana freshwater aquifers." A copy of Map No. 5 of the Aquifer Recharge Atlas is included as Attachment K. Whited's facility is located on natural soils of very low permeability.

2. *What is the relationship of the site to the water table?*

Groundwater monitoring wells and/or soil borings have not been installed at the facility; therefore, the depth of the water table at the

facility is not known. According to the information obtained from the DOTD registered water well database, the private domestic wells within 2,000 feet of the facility are drilled to depths ranging from 150 to 260 feet with water levels (recorded at installation) ranging from 25 to 95 feet.

3. *What wells exist in the area?*

One industrial water supply well is located on the subject property south of the building. There are 13 private domestic (residential) water wells within 2,000 feet of the perimeter of the Whited's facility. Within one mile of the facility are seven public supply wells, one industrial water supply well, and one irrigation well. The public supply wells are owned by industries in the area and trailer parks.

A review of records at the Louisiana Department of Natural Resources confirmed that there are no oil or gas wells, operating or abandoned, within 2,000 feet of the perimeter of the Whited's facility.

4. *What is the flow rate and direction of the groundwater flow?*

There are no groundwater monitoring wells installed at the site; therefore, flow direction and rate at the facility could not be calculated. According to published regional groundwater data, groundwater flow in this region is typically to the southeast.

5. *What is the groundwater quality in the underlying aquifers?*

As previously stated, groundwater monitoring wells are not required at the facility. The groundwater quality of the underlying aquifer is unknown. The regional underlying aquifer is found in the Wilcox Group. Wells screened in the Wilcox sands typically yield water that is clear, odorless, and soft to moderately hard with a high percentage of sodium. It is not uncommon to find water that contains excessive amounts of iron, dissolved solids, fluoride, or chloride. The water is still consumed because water of better quality is unavailable.

6. *Is there a hydraulic connection between the aquifers?*

Whited's facility is a Type IA and IIA facility; therefore data on underlying aquifers is not available.

F. Does prospective site pose potential health risks as defined by proximity to:

1. Prime agricultural area (crop or pasture land).

The Whited's facility does not pose potential health risks defined by proximity to prime agricultural areas because the nearest prime agricultural area is located approximately 0.6 miles to the northeast.

2. Residential area.

The Whited's facility does not pose potential health risks defined by proximity to residential areas. There is a subdivided residential neighborhood located east of the facility east of the railroad right-of-way. The nearest residence is approximately 250 feet southeast of the facility. The facility does not pose any potential health risks to the residents. Whited's has installed a perimeter barrier and obtained or has applied for the appropriate permits from the LDEQ and other government agencies to ensure public health, and operates the facility in a safe and responsible manner.

3. Schools or day care centers.

The Whited's facility does not pose potential health risks defined by proximity to schools or day care centers because the nearest school or day care center is located approximately one mile to the northwest.

4. Hospitals or prisons.

The Whited's facility does not pose potential health risks defined by proximity to hospitals or prisons because the nearest hospital or prison is located approximately 2.5 miles to the northeast.

5. Public Buildings or entertainment facilities.

The Whited's facility does not pose potential health risks defined by proximity to public buildings or entertainment facilities because the nearest public building or entertainment facility is located approximately 2,500 feet to the southwest.

6. *Food storage area.*

The Whited's facility does not pose potential health risks defined by proximity to food storage areas because the nearest food storage area is located approximately 2,100 feet to the southwest.

7. *Existing community health problems that may be aggravated by operation.*

There are no existing community health problems that may be aggravated by the operation of the Whited's facility.

G. Is air quality protected?

1. *Is the site within an ozone or non-attainment area?*

The Whited's facility is not within an ozone or non-attainment area.

2. *What contaminants are likely to be generated at the site?*

The Whited's facility does not have the potential to produce significant quantities of gas; therefore, it is expected that this facility will pose no threat to the public or the environment from the generation of gas.

3. *What protection is afforded from each contaminant generated by the site?*

A gas monitoring system for the Whited's facility is not necessary as there is no potential for gas generation.

4. *What is the potential for unregulated emissions?*

The facility does not have the potential to produce significant quantities of gas.

5. *What plans are implemented to provide for odor control?*

Based upon the characteristics of the waste accepted by the facility, and the used of proper containers, odor is not foreseen to be a problem. However if odor problems do occur, the facility will take proper measures to control odors released.

6. *Who will be affected by emissions?*

- a. *What is the direction of the prevailing winds?*
- b. *Describe the expected frequency of "bad air" conditions.*

The Whited's facility does not have the potential to produce emissions. The direction of prevailing winds is usually from the south. Whited's does not expect any "bad air" conditions or vapors to be present at the site during operation.

7. *Describe the control of vapors at various stage of process.*

The facility does not have the potential to produce significant quantities of gas. A gas monitoring system for the facility is not necessary as there is no potential for gas generation.

H. Have physical site characteristics been studied; what has been done in terms of a geotechnical in investigation?

1. *Site geology.*

According to the Soil Survey of Caddo Parish, Louisiana, the surface soils on site consist of the Keithville very fine sandy loam (2 to 5 percent slopes). The Keithville soils are very slowly permeable soils that formed in loamy and clayey sediments of Tertiary age. This soil is moderately well drained, gently sloping soil located on ridgetops or drainage divides in the uplands. It is located over clayey sediments, which are at moderate depths. Typically, the surface layer is brown and yellowish brown very fine sandy loam about 9-inches thick. The subsoil, to a depth of about 35-inches, is yellowish red and strong brown loam. Below this, to a depth of about 70-inches, is gray silty clay mottled in shades of red, brown, and yellow.

Water moves through this soil unit at a very slow rate. According to the soil survey information, the permeability of the subsoil and underlying clay ranges from 0.6 to <0.06 inches/hour (4.2×10^{-4} to 4.2×10^{-5} cm/sec). Water runs off the surface at a medium rate.

The regional geology of the area consists of mainly of the Wilcox Group, which is of Paleocene age. It serves as the principle aquifer for most of area. The Wilcox Group overlies the Porters Creek Clay of the Midway Group. The top of the Porters Creek Clay marks the deepest potential base of fresh groundwater in the area as well as in Louisiana. The undifferentiated deposits of the Wilcox Group found in

Northwestern Louisiana consist of interbedded layers of clay and sand that range greatly in thickness. Boulder concretions of limestone and thin seams of lignite occur sporadically in the clays. The Wilcox Group underlies the Carrizo Sand, Cane River Formation, Sparta Sand, and the Cook Mountain Formation. All of these formations can be found in certain areas of the region.

2. *Hydrology.*

Concrete curbs minimize surface drainage into the area of the waste processing tanks. Stormwater runoff is routed to drainage ditches located to the west along Drag Strip Road and to the north within the facility and thence to an unnamed tributary of Boggy Bayou; therefore, surface drainage through the operating areas of the facility is prevented. Whited's has applied for a LPDES stormwater permit with the LDEQ-PD.

The waste processing area and storage tanks at the facility are at a higher elevation than the surrounding drainage system. This and the drainage ditches along Drag Strip Road and north of the processing area ensure that the areas of the facility are not inundated with run-on water from the surrounding property.

3. *Topography.*

The topography of the property is mainly flat, with very little relief in elevation.

4. *Soil properties.*

According to the Soil Survey of Caddo Parish, Louisiana, the surface soils on site consist of the Keithville very fine sandy loam (2 to 5 percent slopes). The Keithville soils are very slowly permeable soils that formed in loamy and clayey sediments of Tertiary age. This soil is moderately well drained, gently sloping soil located on ridgetops or drainage divides in the uplands. It is located over clayey sediments, which are at moderate depths. Typically, the surface layer is brown and yellowish brown very fine sandy loam about 9-inches thick. The subsoil, to a depth of about 35-inches, is yellowish red and strong brown loam. Below this, to a depth of about 70-inches, is gray silty clay mottled in shades of red, brown, and yellow.

Water moves through this soil unit at a very slow rate. According to the soil survey information, the permeability of the subsoil and

underlying clay ranges from 0.6 to <0.06 inches/hour (4.2×10^{-4} to 4.2×10^{-5} cm/sec). Water runs off the surface at a medium rate.

5. *Aquifer location.*

Groundwater monitoring wells are not required at the facility. The location of the underlying aquifer is unknown.

6. *Subsidence problems.*

The Whited's facility is located in an area that is not prone to subsidence problems.

7. *Climatic conditions.*

The climate of Caddo Parish is influenced principally by its subtropical latitude, the large land mass to the north, and the proximity of the warm waters of the Gulf of Mexico. The prevailing southerly winds provide a moist subtropical climate during the summer months. During the winter season, the area is alternately subjected to moist tropical air and to dry cold air.

V. Are there mitigating measure which would offer more protection to the environment than the facility as proposed without unduly curtailing nonenvironmental benefits?

A. Is this facility part of a master plan to provide waste management? Whose Plan?

1. *How does it fit into the plan?*

The Whited's facility is owned and operated by Whited's Wash Pit, Inc., which is a locally owned company. This facility provides a valuable resource to the surrounding community. It handles, transfers, and processes waste for disposal that would be otherwise destined for disposal without proper processing. The technology incorporated by Whited's is a significant improvement over disposal without proper processing. If it were not for the specialized services of Whited's, the wastes could be illegally handled with no tracking for proper disposal.

2. *What geographical area is served by the plan?*

The geographical area served by this plan primarily consists of Louisiana, East Texas, and South Arkansas.

B. Does this facility fit into an integrated waste management system? (reduction, recovery, recycling, sales tax, exchange, storage, treatment, disposal).

1. On-site.

Any waste produced by Whited's will be properly containerized and sent off-site to a properly permitted facility for disposal.

2. Regional.

Whited's collects grease trap waste from restaurants and lift stations. The waste is manifested from the time of pickup to disposal. The grease trap waste is transported to the facility and transferred to a holding tank inside of a concrete secondary containment area. The waste is shipped for disposal utilizing a manifest system for tracking.

Whited's handles solid waste (special waste as classified by the final disposal facility), which is analyzed and profiled prior to pickup. Once the waste has been approved for processing, the waste is transported to Whited's facility.

All processed wastes are transported for disposal to a properly permitted facility. All processed wastes are manifested in accordance with LDEQ and final disposal facility requirements.

C. Can waste be disposed in another fashion (way)?

1. Technology limitations.

The most likely remaining technology would be to dispose of the waste at a disposal facility without proper processing prior to disposal. Whited's facility was constructed to provide a service to the community to handle waste streams that require special handling. The technology incorporated by Whited's is a significant improvement over disposal without proper processing. By solidifying the types of waste processed at the facility, adverse environmental impacts are avoided. The facility provides a valuable service to the community in that it handles non-hazardous materials that would otherwise possibly be destined for improper handling and disposal methods.

2. *Cost factors.*

Other potential alternative facilities would be prohibitively expensive and would only transfer, rather than eliminate, the environmental responsibilities. In addition, because of the volume of solid waste processed by Whited's, disposal without proper processing would rapidly strain the local disposal facilities.

3. *Other reasons.*

The Whited's facility handles the waste in the most environmentally sound manner. If it were not for the specialized services of Whited's, these wastes could be illegally handled with no tracking for proper disposal.

D. What quality assurance control will be utilized to protect the environment?

1. *Plans for lab work.*

The grease trap waste that Whited's collects from restaurants or lift stations is manifested and tracked to final disposal or recovery. The solid waste (special waste as classified by the final disposal facility) handled by Whited's is analyzed and profiled prior to pickup for processing.

Waste transported to the facility is inspected for acceptable and unacceptable waste. The waste is inspected at the initial entry into the facility and when it is being transferred to above ground storage tanks or when it is being placed in the processing tanks.

2. *How are out-of spec waste handled.*

If an unacceptable load of waste is found at the facility, it is placed in an appropriate container and transported for disposal at a properly permitted facility. Records of the quantity transported and the location of the facility are maintained at Whited's facility.

3. *What happens to rejected wastes.*

Rejected wastes are turned away immediately upon detection. If unacceptable wastes are found at the generation facility, then the generator will be informed that the waste does not meet Whited's requirements for processing.

4. Treatment stabilization.

Two methods of removing free liquids from wastes are utilized at the facility.

- 1) The majority of the waste is placed in dewatering roll off containers where the free liquids are filtered through a woven fabric liner and captured in an impervious concrete containment area and then transferred to a holding tank inside a secondary containment area.
- 2) The other method is to solidify the waste with sawdust to absorb the free liquids. This process is performed inside the impervious concrete containment area.

5. Segregation of noncompatible wastes.

If unacceptable wastes are found at the facility, then that waste is placed into an appropriate container, and transported to a properly permitted facility for disposal.

6. Handling of containerized wastes.

Wastes that are containerized are inspected to ensure that they meet the specifications for acceptance into the facility for processing. Any waste that is deemed unacceptable is rejected or transported to a properly permitted facility.

E. Surface techniques used to control release of waste or waste constituents into the environment.

1. Incinerator.

There are no incinerators located at the Whited's facility.

2. Container storage.

All containers used for storage at the facility are in accordance with LAC 33: VII.703.A.2.

3. Tanks.

Holding tanks located inside of a concrete secondary containment area are for the storage of oily water and grease trap waste prior to disposal at an off-site facility.

LIST OF ATTACHMENTS

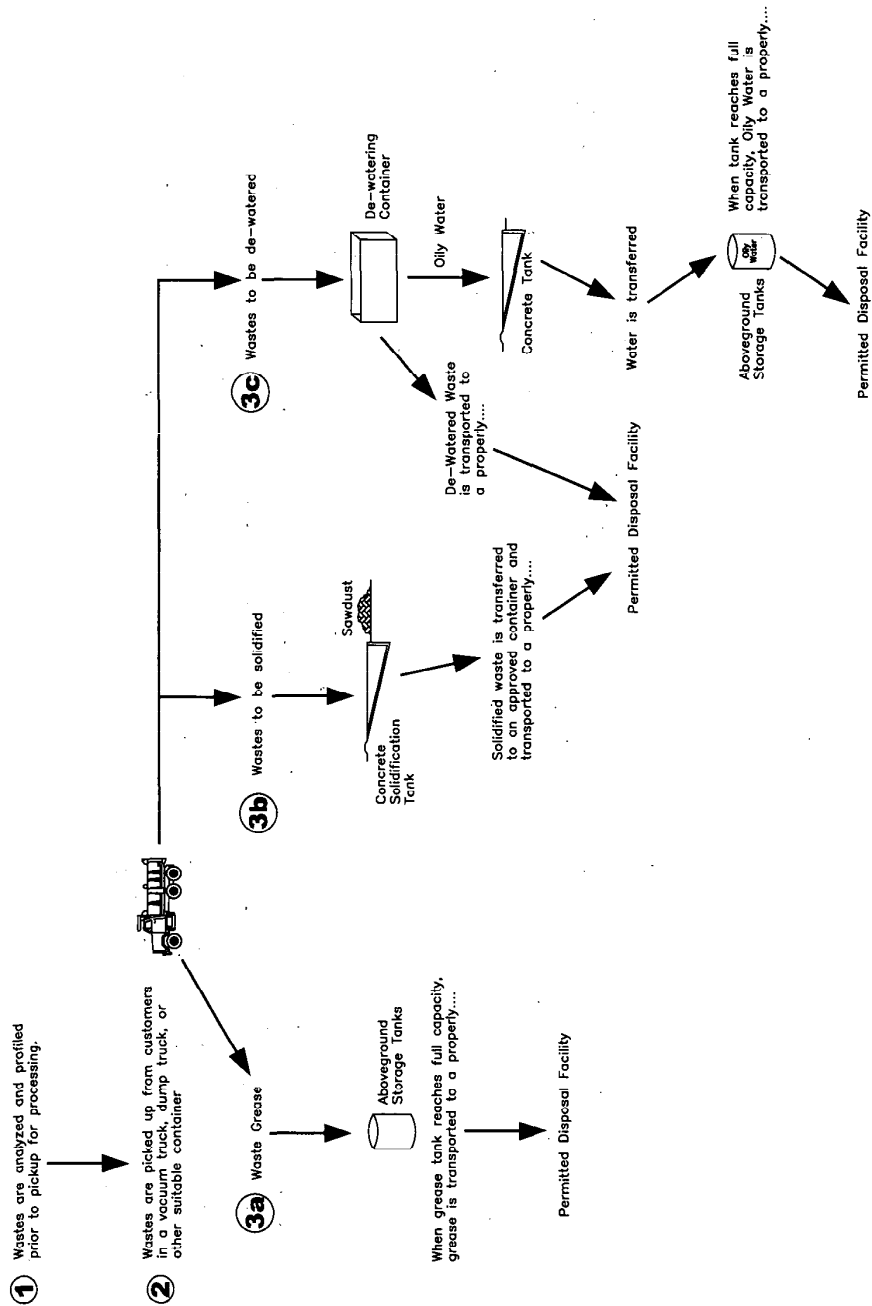
ATTACHMENT

- A PROCESS FLOW DIAGRAM
- B MEMO REGARDING AIR EMISSIONS
- C AGENCY LETTERS
- D AREA MASTER PLAN
- E SITE MASTER PLAN
- F LETTERS CONCERNING TRAFFIC FLOW
- G FINANCIAL ASSURANCE DOCUMENTATION
- H ZONING COMMISSION CLASSIFICATION
- I FEMA FLOOD INSURANCE RATE MAP
- J REGISTERED WATER WELLS
- K AQUIFER RECHARGE POTENTIAL OF THE SHREVEPORT
QUADRANGLE

ATTACHMENT A

Process Flow Diagram

PROCESS FLOW DIAGRAM



WHITED'S WASH PIT, INC.

TYPE IA AND IIA PERMIT APPLICATION

PROCESS FLOW DIAGRAM

CADD0 PARISH, LOUISIANA	
Drawn: KRM	Checked: BRC
Approved: BRC	Date: 12/03/2006
Dwg. No.: S-107-0001-8	FIGURE: 8
121 MOOREY STREET SHERBOURNE, LA 71106	

ATTACHMENT B

Memo Regarding Air Emissions

Memo

To: Paul McCullough – Whited's Wash Pit, Inc.
From: James Meleton, Jr.
CC: Brad Davis
Date: 11/13/06
Re: Insignificant Activities (LAC 33:III.501.B.5)

The above ground storage tanks in use at the Whited's Wash Pit, Inc. facility are considered Insignificant Activities according to LAC 33:III.503.B.5 Table A as explained below.

The 4,000-gal oily water tank, the 8,000-gal tanker trailer, and the empty 1,500-gal poly tank are considered a Table A.3 activity. Table A.3 activities include storage tanks less than 10,000 gallons storing organic liquids having a true vapor pressure less than 0.5 pounds per square inch absolute (psia), provided that the aggregate emissions from all such organic liquid storage tanks listed as insignificant do not exceed 5 tons per year, do not exceed any Minimum Emission Rate listed in LAC 33:III.5112, Table 51.1, and do not exceed any hazardous air pollutant de minimis rate established pursuant to Section 112(g) of the federal Clean Air Act. As we understand, the "worst case" service for these tanks will typically be carwash sump water with negligible amounts of motor oil, which will not exceed the vapor pressure threshold of Table A.3. For comparison, diesel fuel is on the order of 0.01 psia.

The 7,500-gal and 3,500-gal grease tanks are considered a Table A.10 activity. Table A.10 activities include storage tanks containing, exclusively . . . vegetable oils, greases, animal fats . . . provided an organic solvent has not been mixed with such materials, the tanks are not subject to 40 CFR 60, Subpart Kb or other federal regulation, and the aggregate emissions from all such tanks listed as insignificant do not exceed 5 tons per year, do not exceed any Minimum Emission Rate listed in LAC 33:III.5112, Table 51.1, and do not exceed any hazardous air pollutant de minimis rate established pursuant to Section 112(g) of the federal Clean Air Act.

ATTACHMENT C

Agency Letters

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES LETTER

**State of Louisiana**

Kathleen Babineaux Blanco
Governor

Department of Wildlife & Fisheries
Post Office Box 98000
Baton Rouge, LA 70898-9000
(225) 765-2800

Janice A. Lansing
Acting Secretary

Date November 2, 2006

Name James Meleton, Jr.
Company Eagle Environmental Services
Street Address 121 McCarey St.
City, State, Zip Shreveport, LA 71106

Project Whited's Wash Pit, Inc.: Solid Waste Permit Application
10017 Drag Strip Road, Keithville, LA
Eagle Project No. S-107-0001

Invoice Number 06110218

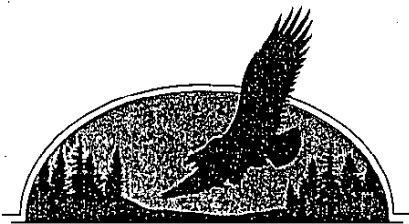
Personnel of the Habitat Section of the Fur and Refuge Division have reviewed the preliminary data for the captioned project. After careful review of our database, no impacts to rare, threatened, or endangered species or critical habitats are anticipated for the proposed project. No state or federal parks, wildlife refuges, scenic streams, or wildlife management areas are known at the specified site within Louisiana's boundaries.

The Louisiana Natural Heritage Program (LNHP) has compiled data on rare, endangered, or otherwise significant plant and animal species, plant communities, and other natural features throughout the state of Louisiana. Heritage reports summarize the existing information known at the time of the request regarding the location in question. The quantity and quality of data collected by the LNHP are dependent on the research and observations of many individuals. In most cases, this information is not the result of comprehensive or site-specific field surveys; many natural areas in Louisiana have not been surveyed. This report does not address the occurrence of wetlands at the site in question. Heritage reports should not be considered final statements on the biological elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments. LNHP requires that this office be acknowledged in all reports as the source of all data provided here. If at any time Heritage tracked species are encountered within the project area, please contact the LNHP Data Manager at 225-765-2643. If you have any questions, or need additional information, please call 225-765-2357.

Sincerely,

for Nicole Lansing
for Gary Lester, Coordinator
Natural Heritage Program

U.S. FISH AND WILDLIFE LETTERS



E·A·G·L·E
ENVIRONMENTAL SERVICES
OF SHREVEPORT, INC.

121 McCarey Street • Shreveport, Louisiana 71106

Ph. (318) 868-4646 • Fax (318) 868-4141

RECEIVED

OCT 13 2006

FISH & WLDL. SERV
LAFAYETTE, LA.

October 13, 2006

U.S. Fish and Wildlife Service
646 Cajundome Boulevard
Suite 400
Lafayette, LA 70506
Attn: Mr. Russell Watson

**SITE MAY CONTAIN WETLANDS. Contact
the U.S. Army Corps of Engineers
for a jurisdictional determination.**

District: Vicksburg, MS

Telephone No. 601-631-5289

Ref: Whited's Wash Pit, Inc. – Solid Waste Permit Application
10017 Drag Strip Road, Keithville, Louisiana
Eagle Project No. S-107-0001

Dear Mr. Watson:

On behalf of our client, Whited's Wash Pit, Inc., located at 10017 Drag Strip Road in Keithville, Louisiana, we respectfully request a letter of confirmation regarding the following matter.

In accordance with Louisiana Solid Waste Regulations, specifically LAC 33:VII.521.A.1.e, applicants for Solid Waste Permits must provide "a list of all known historic sites, recreation areas, archaeological sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, and other sensitive ecological areas within 1,000 feet of the facility perimeter or as otherwise appropriate."

The center of the existing facility is located at approximately Latitude 32° 22' 8.25" North and Longitude 93° 48' 54.5" West. Enclosed is a topographic map indicating the area of the facility.

A Solid Waste Permit Application for this facility is in the process of being completed as required by the Louisiana Department of Environmental Quality.

Should you have any questions or require further information, please contact me at (318) 868-4646.

Sincerely,

James Meleton, Jr., PG
Eagle Environmental Services

Enc: As stated.

This project has been reviewed for effects to Federal trust resources under our jurisdiction and currently protected by the Endangered Species Act of 1973 (Act). The project, as proposed,
(☒) Will have no effect on those resources
() Is not likely to adversely affect those resources.
This finding fulfills the requirements under Section 7(a)(2) of the Act.

Acting Supervisor

Louisiana Field Office

U.S. Fish and Wildlife Service

Oct 17, 2006

Date

LOUISIANA DEPARTMENT OF CULTURE, RECREATION, AND TOURISM LETTERS



MITCHELL J. LANDRIEU
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF STATE PARKS

ANGÈLE DAVIS
SECRETARY

STUART JOHNSON, PH.D.
ASSISTANT SECRETARY

September 5, 2006

Mr. James Meleton, Jr., PG
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106

Re: Eagle Project No. S-107-0001

Dear Mr. Melton,

I am in receipt of your solicitation of views request for the project for Whited's Wash Pit, Inc. – Solid Waste Permit Application.

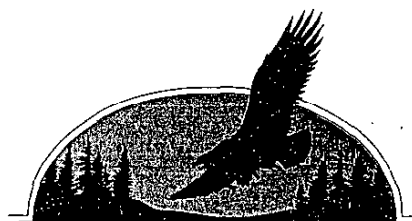
The Division of Outdoor Recreation in the Louisiana Office of State Parks administers the Land and Water Conservation Fund program for Louisiana. In this capacity we compile an inventory of recreational sites within the state for publication in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) published periodically. The most recent SCORP was published for the period of 2003-2008 with an inventory developed in 2003.

Based on the information provided, there does not appear to be any conflict regarding this proposed project at 10017 Drag Strip Road, Keithville, Louisiana, with existing recreational facilities identified in the most recent SCORP.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Hardman".

Cleve Hardman
Director of Outdoor Recreation



E·A·G·L·E

ENVIRONMENTAL SERVICES
OF SHREVEPORT, INC.

121 McCarey Street • Shreveport, Louisiana 71106

Ph. (318) 868-4646 • Fax (318) 868-4141

October 13, 2006

Department of Culture, Recreation, & Tourism
Office of Cultural Development
Post Office Box 44247
Baton Rouge, Louisiana 70804

Attn: Ms. Laurel Wyckoff, State Historic Preservation Officer

Ref: Whited's Wash Pit, Inc. – Solid Waste Permit Application
10017 Drag Strip Road, Keithville, Louisiana
Eagle Project No. S-107-0001

Dear Ms. Wyckoff:

On behalf of our client, Whited's Wash Pit, Inc., located at 10017 Drag Strip Road in Keithville, Louisiana, we respectfully request a letter of confirmation regarding the following matter.

In accordance with Louisiana Solid Waste Regulations, specifically LAC 33:VII.521.A.1.e, applicants for Solid Waste Permits must provide "a list of all known historic sites, recreation areas, archaeological sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, and other sensitive ecological areas within 1,000 feet of the facility perimeter or as otherwise appropriate."

The center of the existing facility is located at approximately Latitude 32° 22' 8.25" North and Longitude 93° 48' 54.5" West. Enclosed is a topographic map indicating the area of the facility.

A Solid Waste Permit Application for this facility is in the process of being completed as required by the Louisiana Department of Environmental Quality.

Should you have any questions or require further information, please contact me at (318) 868-4646.

Sincerely,

James Meleton, Jr., PG
Eagle Environmental Services

Enc: As stated.

Date: 11-6-06

No known archaeological sites or historic properties will be affected by this undertaking. This effect determination could change should new information come to our attention.

Pam Breaux:
State Historic Preservation Officer

OCT 13 2006

U.S. ARMY CORPS OF ENGINEERS LETTERS



DEPARTMENT OF THE ARMY

VICKSBURG DISTRICT, CORPS OF ENGINEERS

4155 CLAY STREET

VICKSBURG, MISSISSIPPI 39183-3435

REPLY TO
ATTENTION OF:

December 18, 2006

Operations Division

SUBJECT: Preliminary Jurisdictional Determination-
Whited Wash Pit, Incorporated

Mr. James Meleton, Jr.
Eagle Environmental Services
121 McCarey Street
Shreveport, Louisiana 71106

Dear Mr. Meleton:

This is in response to your letter concerning possible wetlands in the vicinity of an existing facility (enclosure 1) located in partially in sections 17 and 20, T16N-R14W, Caddo Parish, Louisiana.

Based upon the information provided, it appears that there are jurisdictional areas in the project vicinity subject to regulation pursuant to Section 404 of the Clean Water Act. The approximate extent of possible wetlands and/or other waters of the United States within the vicinity of the project site described in your letter is depicted on the enclosed preliminary map (enclosure 2). Any work involving the discharge of dredged or fill material (land clearing, ditching, filling, leveeing, etc.) within jurisdictional waters will require a Department of the Army Section 404 permit prior to beginning work. For your information, I have enclosed a copy of our appeals form (enclosure 3). Please note that this determination is preliminary and should be used for planning purposes only.

If you have any questions, or expect to work in the areas identified please contact me at telephone number 601-631-5147, telefax (601) 631-5459 or e-mail address: regulatory@mvk02.usace.army.mil and reference the number MVK-2006-1854.

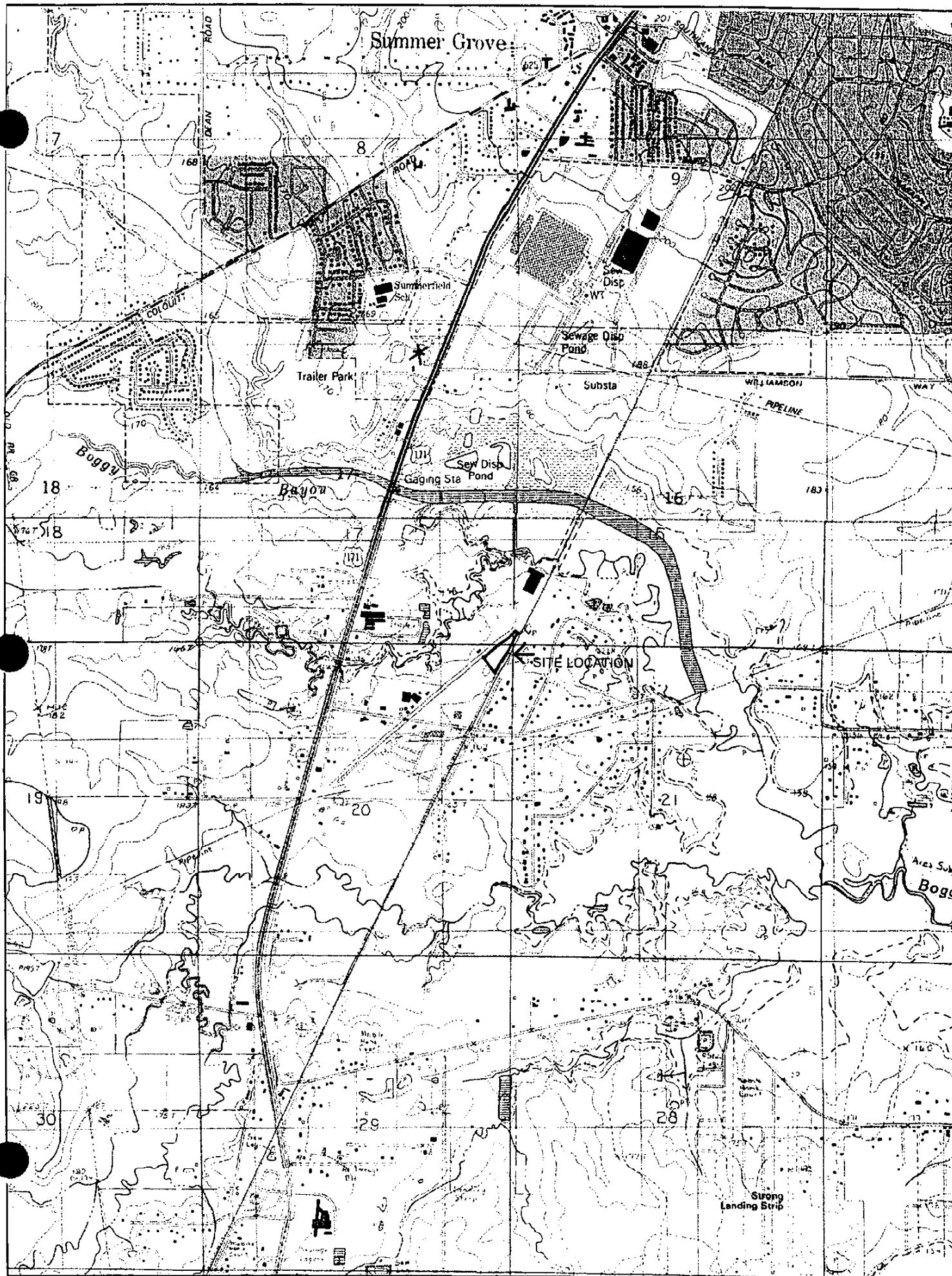
Sincerely,

A handwritten signature in cursive script, reading "David Lofton", is positioned above the typed name.

David Lofton
Acting Chief, Enforcement Section
Regulatory Branch

Enclosures

BEST COPY





Potential Wetlands

0 550 1,100 2,200 Feet

Preliminary Determination
MVK-2006-1854

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Whited Wash Pit	File Number: MVK-2006-1854	Date: December 18, 2006
Attached is:		See Section Below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

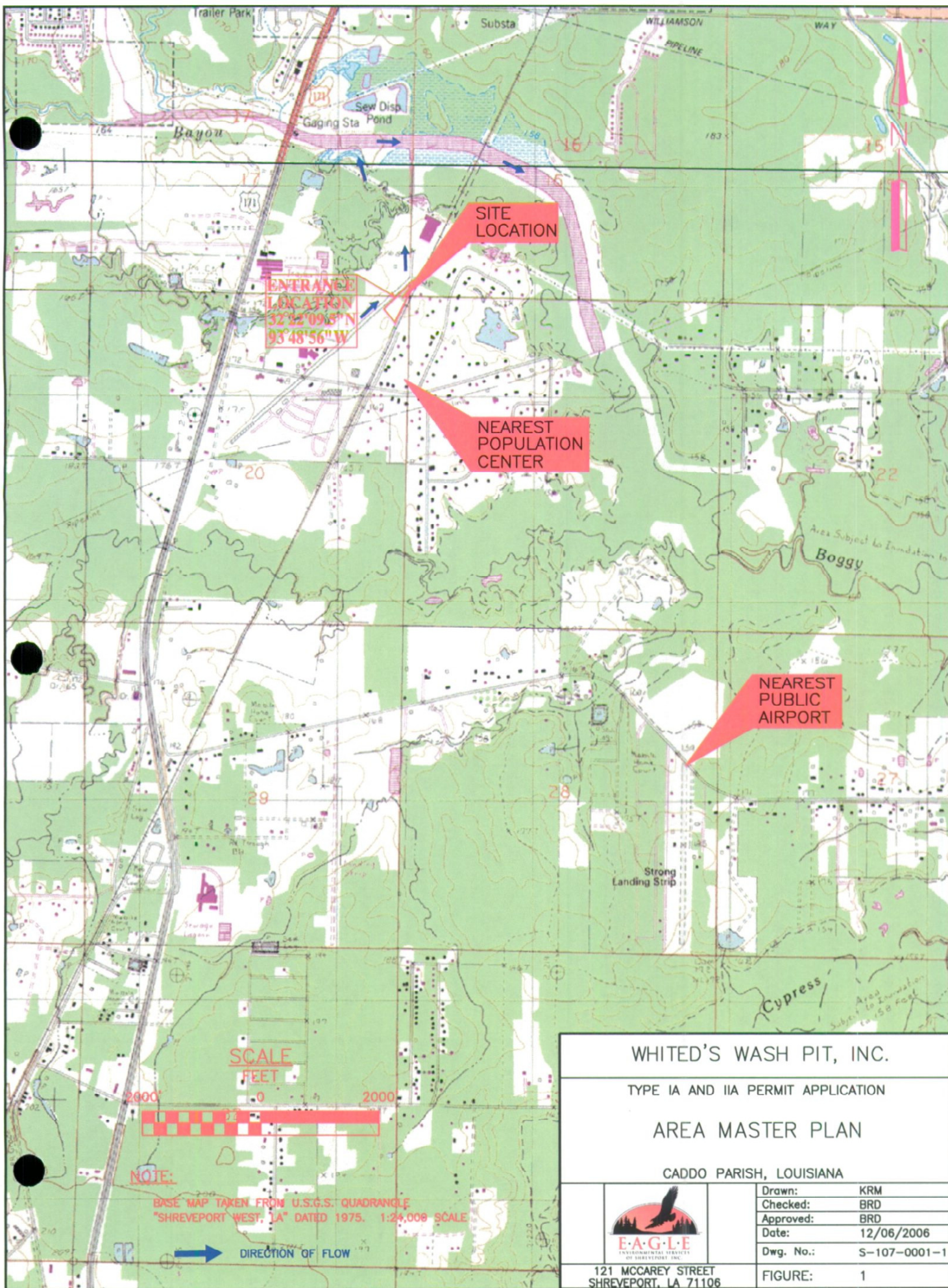
U.S. Army Corps of Engineers
David Lofton
Regulatory Branch
4155 Clay Street
Vicksburg, MS 39183-3435
(601) 631-5147

If you only have questions regarding the appeal process you may also contact:

Division Engineer
Attn: Appeals Review Officer
Mississippi Valley Division
Post Office Box 80
Vicksburg, MS 39181-0080
(601)634-5820

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

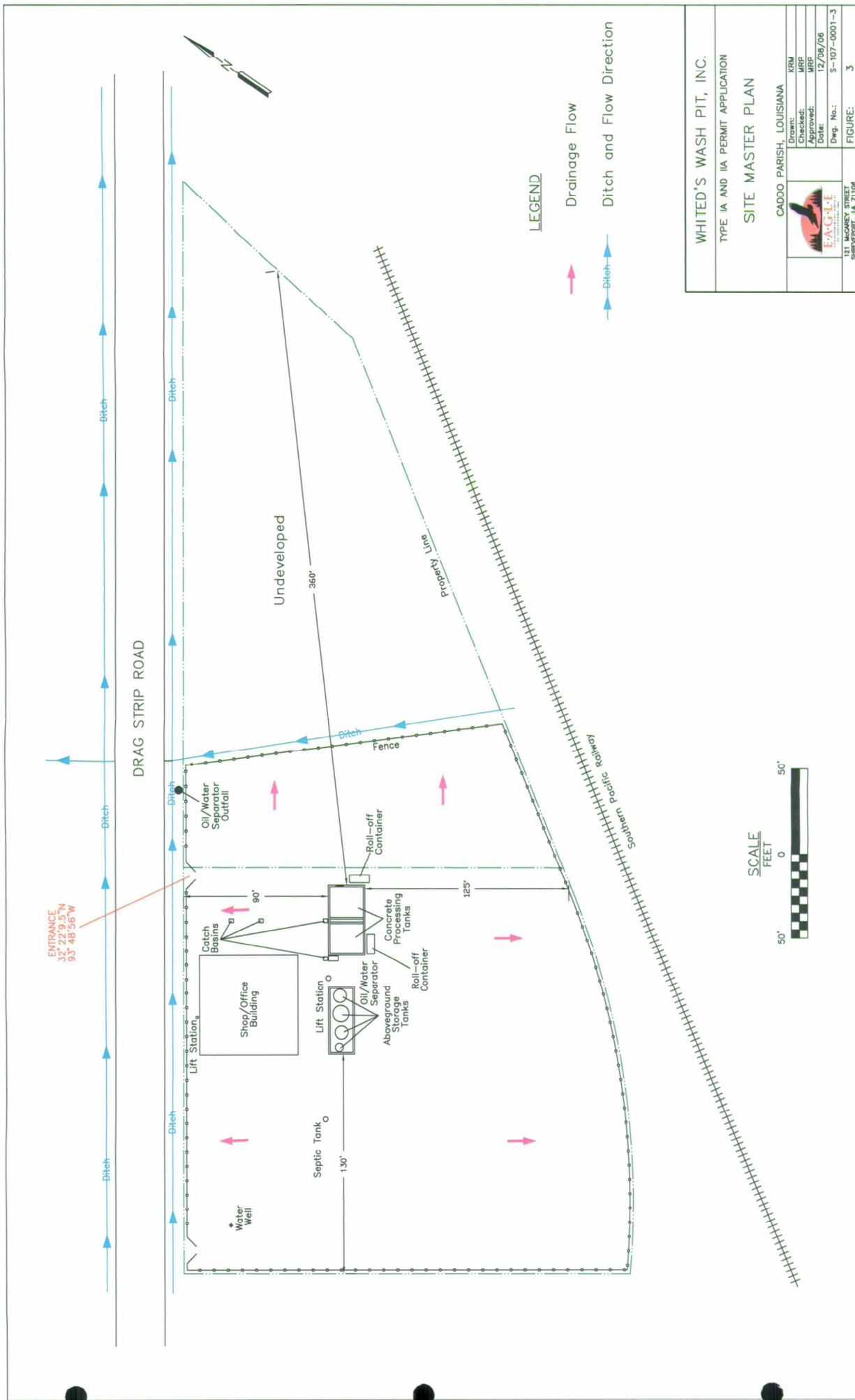
<p>Signature of appellant or agent.</p>	<p>Date:</p>	<p>Telephone number:</p>
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<p>WHITED'S WASH PIT, INC.</p> <p>TYPE IA AND IIA PERMIT APPLICATION</p> <p>AREA MASTER PLAN</p> <p>CADDO PARISH, LOUISIANA</p>	
<p>121 MCCAREY STREET SHREVEPORT, LA 71106</p>	<p>Drawn: KRM</p> <p>Checked: BRD</p> <p>Approved: BRD</p> <p>Date: 12/06/2006</p> <p>Dwg. No.: S-107-0001-1</p>
	<p>FIGURE: 1</p>

ATTACHMENT E

Site Master Plan



WHITEL'S WASH PIT, INC.

TYPE IA AND IIA PERMIT APPLICATION

SITE MASTER PLAN

CADDO PARISH, LOUISIANA



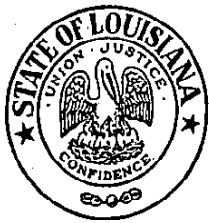
121 MCCURRY STREET
 BREAUXPORT, LA 71104

Drawn:	KRM
Checked:	MRP
Approved:	MRP
Date:	12/09/06
Dwg. No.:	S-107-0001-3

FIGURE: 3

ATTACHMENT F

Letters Concerning Traffic Flow



KATHLEEN BABINEAUX BLANCO
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 38
Shreveport, Louisiana 71161-0038
(318) 549-8300
FAX (318) 549-8463



JOHNNY B. BRADBERRY
SECRETARY

October 13, 2006

Mr. James Meleton, Jr., PG
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106

Subject: Whited's Wash Pit, Inc.

Dear Mr. Meleton:

Thank you for your letter dated October 13, 2006. The nearest state highway is US 171, which is a four-lane divided facility. Level of service for this section of roadway is "C". The roadway has a high structural value. The proposed facility should have minimal impact upon US 171.

Please contact us if addition information is needed.

Very truly yours,

John Sanders, P.E.
District Administrator

JS/lto

THE PARISH OF CADDO
DEPARTMENT OF PUBLIC WORKS



Robert Glass
DIRECTOR

Tim Weaver
ASSY. DIRECTOR

Telephone • 318.226.6931
Fax • 318.226.6979

GOVERNMENT PLAZA
505 Travis Street • Suite 820
P.O. Box 1127
Shreveport, Louisiana 71163-1127

May 14, 2007

Eagle Environmental Services
Attn : Mr. James Meleton, Jr., PG
121 McCarey Street
Shreveport, LA 71106

Re: Whited's Wash Pit, Inc.

Dear Mr. Meleton:

Thank you for your letter dated October 13, 2006. Drag Strip Rd in Keithville is a Parish of Caddo road, which is a two lane asphalt road. The existing facility at 10017 Drag Strip Rd should have minimal impact upon Drag Strip Rd and other roads in that area of the Parish.

If you have any questions, comments, or need more information, please contact me anytime.

Respectfully,

A handwritten signature in dark ink, appearing to read "Robert Glass", is written over the typed name.

Robert Glass
Director
Parish of Caddo
Public Works / Engineering

Cc: file

ATTACHMENT G

Financial Assurance Documentation

FINANCIAL ASSURANCE FOR CLOSURE CARE

SOLID WASTE FACILITY FINANICAL GURANTEE BOND

Whited's Wash Pit, Inc.
AI No. 85869
Permit No. 2006001

Date Bond was executed: July 23, 2007
Effective Date: July 23, 2007
Principal: Whited's Wash Pit, Inc.
10017 Drag Strip Road
Keithville, LA 71047
Type of Organization: Corporation
State of Incorporation: Louisiana
Surety: American Contractors Indemnity Company
9841 Airport Boulevard, 9th Floor
Los Angeles, California 90045
Facility Name: Whited's Wash Pit, Inc.
Site Name: Whited's Wash Pit, Inc.
Agency Interest Number: 85869
Site Identification Number: AI No. 85869
Facility Permit Number: 20060001
Current Closure and/or post-closure amount(s) for each facility covered by this bond: \$10,000.00
Total Penal Sum of Bond: \$10,000.00
Surety's Bond Number: 1000774733

Know All Persons By These Presents, That we, the Principal and Surety hereto are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety, but if no limit or liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA) and the Louisiana Environmental Quality Act, R.S. 30:2001, et seq., to have a permit in order to own or operate the solid waste facility identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure and/or post-closure care, as a condition of the permit; and

WHEREAS, said principal shall establish a standby trust fund as is required by the Louisiana Administrative Code, Title 33, Part VII, when a surety bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of the facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

OR, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after an order to close is issued by the administrative authority or a court of competent jurisdiction,

OR, if the Principal shall provide alternate financial assurance as specified in LAC 33:VIII.1303 and obtain written approval from the administrative authority if such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the administrative authority from the Surety, then this obligation shall be null and void; otherwise to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the administrative authority that the Principal has failed to perform as guaranteed by this bond, Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the administrative authority.

The Surety hereby waives notification or amendments to closure plans, permits, applicable laws, statutes, rules and regulations and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of the penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority. Cancellation shall not occur before 120 days have elapsed beginning on the date that both the Principal and administrative authority received the notice of cancellation, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the administrative authority, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the administrative authority.

Principal and Surety hereby agree to adjust the penal sum of the bond yearly in accordance with LAC 33:VIII.1303, and the conditions of the solid waste facility permit so that it guarantees a new closure and/or post closure amount, provided that the penal sum does not increase or decrease without the written permission of the administrative authority.

The Principal and Surety hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and Surety have executed this FINANCIAL GUARANTEE BOND and have affixed their seals on the date set forth above.

Those person whose signatures appear below hereby certify that they are authorized to execute this FINANCIAL GUARANTEE BOND on behalf of the Principal and Surety, that each Surety hetero is authorized to do business in the state of Louisiana, and that the wording of the surety bond is identical to the wording specified in the LAC 33:VIII.1399.Appendix E, effective on the date this bond was executed.

PRINCIPAL

White's Waste Co., Inc.
 Name: T. J. Miller
 Title: President

[corporate seal]

CORPORATE SURETIES

American Contractors Indemnity Company
9841 Airport Boulevard, 9th Floor
Los Angeles, California 90045
 State of Incorporation: California
 Liability Limit: \$10,000.00
Union & Quick
 Name and Title: Misty L. Quick, Attorney-in-fact

[corporate seal]

Bond Premium: \$400.00 per annum

American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor Los Angeles, California 90045



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint

D.L. Lowes, Misty L. Quick, or Robert L. Love of Kennesaw, Georgia

its true and lawful Attorney(s)-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ ***** 3,000,000.00 *****. This Power of Attorney shall expire without further action on June 29, 2009.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990:

RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Executive Vice President on the 9th day of January, 2007.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By:

Adam S. Pessin

Adam S. Pessin, Executive Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

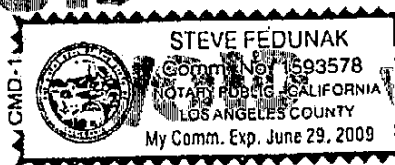
On this 9th day of January, 2007, before me, Steve Fedunak, a notary public, personally appeared Adam S. Pessin, Executive Vice President of American Contractors Indemnity Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Signature of Notary

My Commission expires June 29, 2009



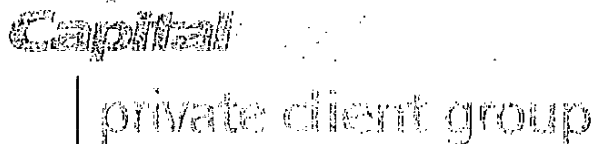
I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of JULY, 2007.

Bond No. **1000774733**

Agency No. **9028**

Jeannie J. Kim
Jeannie J. Kim, Corporate Secretary



Bridget Crockett
Trust Officer

Direct Telephone: (225) 381-2237
Toll Free: (800) 572-4372 ext. 12237
Bridget.Crockett@capitalonebank.com

August 27, 2007

Mr. Paul McCullough
Whited's Environmental
10017 Dragstrip Road
Keithville, LA 71047

State of Louisiana Department of Environmental Quality
Financial Services
602 N. 5th Street
Baton Rouge, LA 70802

RE: Solide Waste Facility Trust Agreement/Standby Trust Agreement by and
between Whited's Environmental and Capital One Bank, dated August 20th, 2007

Gentlemen:

This is to certify that Capital One Bank N.A. through its Institutional Client Services
agreed to the administration of the subject trust as Trustee effective August 20, 2007.

Should you need any additional information or have any questions please feel free to
contact me at (225)381-2237 or email bridget.crockett@capitalonebank.com.

Sincerely,

Bridget Crockett
Trust Officer

Enclosure

Capital One, N.A. • P. O. Box 3597 • Baton Rouge, LA 70802 • Phone (225) 381-2237 • Fax (225) 381-2803

Capital One Confidential

SOLID WASTE FACILITY TRUST AGREEMENT/STANDBY TRUST AGREEMENT

WHITED'S WASH PIT, INC.

AI NO. 85869

PERMIT NO. 20060001

Standby Trust Agreement, the "Agreement" entered into as of August 20, 2007 by and between the, Whited's Wash Pit a Louisiana Corporation, the "Grantor," and Capital One Bank, a "a state bank of Louisiana", the "Trustee."

WHEREAS, the Department of Environmental Quality of the State of Louisiana, an agency of the state of Louisiana, has established certain regulations applicable to the Grantor, requiring that a permit holder or applicant for a permit of a solid waste processing or disposal facility shall provide assurance that funds will be available when needed for liability or closure and/or post-closure care of the facility;

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility identified herein;

WHEREAS, the Grantor, acting through its duly authorized officers, has selected Capital One Bank to be the trustee under this Agreement, and Capital One Bank is willing to act as trustee.

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement:

(a). The term *Grantor* means the permit holder or applicant who enters into this Agreement and any successors or assigns of the Grantor.

(b). The term *Trustee* means the Trustee who enters into this Agreement and any successor trustee.

(c). The term *Secretary* means the Secretary of the Louisiana Department of Environmental Quality.

(d). The term *administrative authority* means the Secretary or a person designated by him to act therefor.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

SECTION 3. ESTABLISHMENT OF FUND

The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Louisiana Department of Environmental Quality. The Grantor and the Trustee intend that no third party shall have access to the Fund, except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, in trust, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the administrative authority.

SECTION 4. PAYMENT FOR CLOSURE AND/OR POST-CLOSURE CARE OR LIABILITY COVERAGE

The Trustee shall make payments from the Fund as the administrative authority shall direct, in writing, to provide for the payment of the costs of closure care of the facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the administrative authority from the Fund for closure expenditures in such amounts as the administrative authority shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the administrative authority specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENTS COMPRISED BY THE FUND

Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

SECTION 6. TRUSTEE MANAGEMENT

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines, which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing that persons of prudence, acting in a like capacity

and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims, except that:

(a). Securities or other obligations of the Grantor, or any owner of the facility or any of their affiliates, as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;

(b). The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(c). The Trustee is authorized to hold cash awaiting investment or distribution, uninvested for a reasonable time and without liability for the payment of interest thereon.

SECTION 7. COMMINGLING AND INVESTMENT

The Trustee is expressly authorized, at its discretion:

(a). To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b). To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1, et seq., including one which may be created, managed, or underwritten, or one to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares at its discretion.

SECTION 8. EXPRESS POWERS OF TRUSTEE

Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a). To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b). To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c). To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though,

when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all securities are part of the Fund;

(d). To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and

(e). To compromise or otherwise adjust all claims in favor of, or against, the Fund.

SECTION 9. TAXES AND EXPENSES

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and other proper charges and disbursements of the Trustee, shall be paid from the Fund.

SECTION 10. ANNUAL VALUATION

The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the administrative authority a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee, within 90 days after the statement has been furnished to the Grantor and the administrative authority, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

SECTION 11. ADVICE OF COUNSEL

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION

The Trustee shall be entitled to reasonable compensation for its services, as agreed upon in writing from time to time with the Grantor.

SECTION 13. SUCCESSOR TRUSTEE

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall, in writing, specify to the Grantor, the administrative authority, and the present Trustee, by certified mail 10 days before such change becomes effective, the date on which it assumes administration of the trust. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by the persons designated in the attached Exhibit A or such other persons as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the administrative authority to the Trustee shall be in writing and signed by the administrative authority. The Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or termination of the authority of any person to act on behalf of the Grantor or administrative authority hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or administrative authority, except as provided for herein.

SECTION 15. NOTICE OF NONPAYMENT

The Trustee shall notify the Grantor and the administrative authority, by certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by an instrument, in writing, executed by the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION

Subject to the right of the parties to amend this Agreement, as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any direction by the Grantor or the administrative authority issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all reasonable expenses incurred in its defense in the event that the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW

This Agreement shall be administered, construed, and enforced according to the laws of the state of Louisiana.

SECTION 20. INTERPRETATION

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized [and their corporate seals to be hereunto affixed], and attested to as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in LAC 33:VII.1399.Appendix D, on the date first written above.

WITNESSES:

Lisa Ambrose

Susie Adams

Its: _____
(Seal)

GRANTOR:

Whited's Wash Pit, Inc.

T. Paul McCullough
T. Paul McCullough, President

TRUSTEE:

Bridget Crockett

By: Bridget Crockett-Capital One Trust Officer

Its: _____
(Seal)

WITNESS:

Peggy Buchanan
Peggy Buchanan

Julie A. Earle
Julie A. Earle

THIS DONE AND PASSED in my office in LA, on the 27th day of August, 20 07, in the presence of Peggy Buchanan and Julie Earle, competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

John V. Edmonston, Jr.
Notary Public



JOHN V. EDMONSTON, JR.
NOTARY PUBLIC
Louisiana Notary I.D. # 60856
Parish of East Baton Rouge, Louisiana
My Commission is issued for life.

Certification of Acknowledgement

STATE OF LOUISIANA
PARISH OF CADDO

BE IT KNOWN, that on this 9th day of August, 2007, before me, the undersigned Notary Public, duly commissioned and qualified within the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared T. Paul McCullough, to me well known, who declared and acknowledged that he had signed and executed the foregoing instrument as his act and deed, and as the act and deed of the Whited's Wash Pit, Inc., a corporation, for the consideration, uses, and purposes and on terms and conditions therein set forth.

And the said appearer, being by me first duly sworn, did depose and say that he is the President of said corporation and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the State and Parish aforesaid, on the day and date first hereinabove written, and in the presence of Lisa Ambrose and Jusie Adams competent witnesses, who have hereunto subscribed their names as such, together with said appearer and me, said authority, after due reading of the whole.

WITNESSES:

Lisa Ambrose

Jusie Adams

NOTARY PUBLIC:

Kristie A. Berry
55709

Kristie A. Berry

Desoto Parish, LA

My Commission Is For Life

Schedule A

Site ID No.:	AI No. 85869
Site Name:	Whited's Wash Pit, Inc.
Facility Name:	Whited's Wash Pit Inc.
Permit No.:	20060001
Closure Cost Estimate:	\$10,000

Schedule B

The agreement is not presently funded but shall be funded by Performance Bond No. 1000774733 used by Whited's Wash Pit "Grantor" in accordance with the terms of the document dated JULY 23, 2007.

Surety Name: AMERICAN CONTRACTORS INDEMNITY COMPANY

Surety Address: 9841 AIRPORT BLVD., 9TH FL, LOS ANGELES, CAL 90045

Bond Number: 1000774733

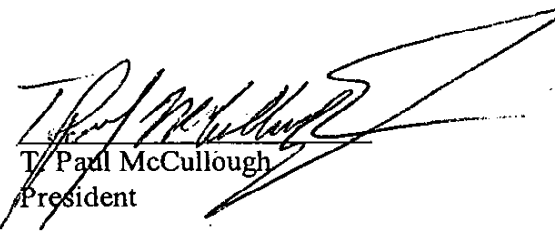
Facility Name: Whited's Wash Pit, Inc.

Facility AI No.: 85869

Facility Permit No.: 20060001

Grantor:

Trustee:


T. Paul McCullough
President



BRIDGET CROCKETT
TRUST OFFICER

Exhibit A

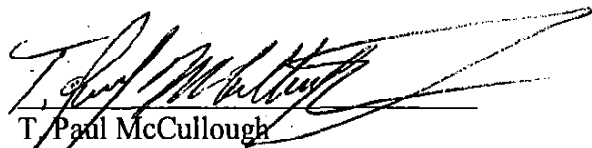
All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated below:

T. Paul McCullough
President

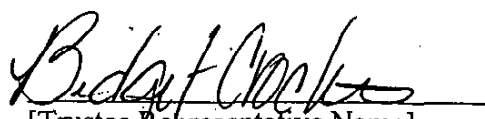
Dennis M. McCullough
Vice President

Ruby S. McCullough
Secretary

GRANTOR:


T. Paul McCullough
President

TRUSTEE:


[Trustee Representative Name]
BRIDGET CROCKETT
TRUST OFFICER

INSURANCE DOCUMENTATION

THE LINCOLN AGENCY, LLC

South Service Road
P. O. Drawer 980
Ruston, LA 71270

318/255-2913
Fax 318-255-5940 - Personal
Fax 318-251-0204 - Commercial

"To be Sure, Insure With us"

Solid Waste Facility Certificate of Liability Insurance

Secretary
Louisiana Department of Environmental Quality
Post Office Box 4303
Baton Rouge, LA 70821-4303

Attention: Office of Management and Finance, Financial Services Division

Dear Sir:

1. Hermitage Insurance Company, the "insurer" of 1311 Mamaroneck Ave. Suite 135, White Plains, NY 10605 hereby certifies that it has issued liability insurance covering bodily injury and property damage to Whited's Wash Pit, Inc. the "insured", of 10017 Dragstrip Road, Keithville, LA 71047 in connection with the insured's obligation to demonstrate financial responsibility under LAC 33:VII.727.A.1. The coverage part applies at GPT-017-1865/AI85869/OU-0268, Whited's Wash Pit, Inc., Permit No. 20060001, 10017 Dragstrip Road, Keithville, LA in Caddo Parish for sudden and accidental occurrences. The limits of liability are \$500,000 per each occurrence and \$500,000 annual aggregate, per site, exclusive of legal-defense costs. The coverage is provided under policy number HGL528788-07, issued on 07/17/07. The effective date of said policy is 07/17/2007.

2. The insurer further certifies the following with respect to the insurance described in Paragraph 1:

(a). Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.

(b). The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in LAC33:VII.727.A.1.d.ii, iii, or iv.



4 South Service Road
P. O. Drawer 980
Ruston, LA 71270

THE LINCOLN AGENCY, LLC

318/255-2913
Fax 318-255-5940 - Personal
Fax 318-251-0204 - Commercial

"To be Sure. Insure With us"

- (c). Whenever requested by the administrative authority, the insurer agrees to furnish to him a signed duplicate original of the policy and all endorsements.
- (d). Cancellation of the insurance, whether by the insurer or the insured, will be effective only upon written notice and upon lapse of 60 days after a copy of such written notice is received by the administrative authority.
- (e). Any other termination of the insurance will be effective only upon written notice and upon lapse of 30 days after a copy of such written notice is received by the administrative authority.
3. I hereby certify that the wording of this certificate is identical to the wording specified in LAC 33:VII.727.A.1.d.i.(e) as such regulations were constituted on the date first written above, and that the insurer is licensed to transact the business or insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states, and is admitted, authorized, or eligible to conduct insurance business in the state of Louisiana.

Layne Andrew Clark Sr.

Layne Andrew Clark Sr. License number 198798
Agent, The Lincoln Agency, LLC
PO Box 980 Ruston, LA 71270



ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR CB WHITE-8	DATE (MM/DD/YYYY) 07/25/07
PRODUCER The Lincoln Agency LLC 504 S. Service Rd. East P.O. BOX 980 USTON LA 71273-0980 Phone: 318-255-2913 Fax: 318-251-0204		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Whited's Wash Pit, Inc. 10017 Dragstrip Road Keithville LA 71047		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hermitage Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY	HGL528788-07	07/17/07	07/17/08	EACH OCCURRENCE \$ 500,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded			
					PERSONAL & ADV INJURY \$ 500,000			
					GENERAL AGGREGATE \$ 500,000			
					PRODUCTS - COMP/OP AGG \$ Included			
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$			
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$			
					AUTO ONLY: AGG \$			
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$			
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$			
					\$			
	<input type="checkbox"/> DEDUCTIBLE				\$			
	<input type="checkbox"/> RETENTION \$				\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS \$			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$			
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$			
	OTHER				E.L. DISEASE - POLICY LIMIT \$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Whited's Wash Pit, Inc.
 Type 1-A
 Industrial Processing Facility
 GPT-017-1865/ AI85869/OU-0268
 Caddo Parish

CERTIFICATE HOLDER**CANCELLATION**

LADEQUA Louisiana Department of Environmental Quality P.O. Box 4303 Baton Rouge LA 70821-4303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE The Lincoln Agency, LLC
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**COMMERCIAL GENERAL LIABILITY
CG 00 01 12 04**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

HIC 500(10/01)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NEW YORK 10605-5222

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR & TERRORISM

THIS ENDORSEMENT MODIFIES INSURANCE UNDER THE FOLLOWING:

BOILER AND MACHINERY COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
EMPLOYER RELATED PRACTICES LIABILITY COVERAGE FORM
FARMOWNER'S COVERAGE FORM
HOMEOWNER'S COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM
OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM

Notwithstanding any other provisions, this policy does not apply to any loss or damage directly or indirectly arising out of, caused by, or resulting from war, as described in paragraph 1 below, or any act of terrorism, as described in paragraphs 2, 3 and 4 below. Such loss or damage is excluded regardless of (i) any other cause or event contributing to such loss or damage in any way or at any time, or (ii) whether such loss or damage is accidental or intentional.

1. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these. War includes any activity that would be included as an "act of terrorism" in paragraphs 2, 3 and 4 below, but for the fact that such activity was perpetrated by an official, employee or agent of a foreign state acting for or on behalf of such state.
2. An "act of terrorism," as described in paragraphs 3 and 4 below, but only with respect to loss or damage that is not excluded by paragraph 1 above.
3. Any act authorized by a governmental authority for the purpose of preventing, terminating, countering or responding to any act or threat of terrorism, or for the purpose of preventing or minimizing the consequences of any act or threat of terrorism.

HIC 500(10/01)

HIC 500(10/01)

4. An "act of terrorism" means an activity, including the threat of any activity or any preparation for an activity, that:
- a. Causes either:
 - (1) damage to property; or
 - (2) injury to persons, and
 - b. Appears to be intended to:
 - (3) intimidate or coerce a civilian population; or
 - (4) disrupt any segment of an economy; or
 - (5) influence the policy of a government by intimidation or coercion; or
 - (6) affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - (7) advance a political, religious or ideological cause.

Provided, however, that any "act of terrorism" for purposes of this exclusion shall not include any act or threat as described above perpetrated by an official, employee or agent of a foreign state acting for or on behalf of such state.

Coverage under this policy shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "terrorist activity", as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion.

A. "Terrorist activity" shall mean any deliberate, unlawful act that:

- 1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
- 2. Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to:
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or

HIC 500(10/01)

HIC 500(10/01)

3. Includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping;
 - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - (d) the use of any bomb, incendiary device, explosive or firearm;
 - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (f) the injuring or assassination of any elected or appointed government official or any government employee;
 - (g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - (h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B. Any of the activities listed in section A (3) above shall be considered "terrorism activity" except where the Insured can conclusively demonstrate to the Company that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to:
 1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 2. influence, disrupt or interfere with any government related operations, activities or policies;
 3. intimidate, coerce or frighten the general public or any segment of the general public; or
 4. disrupt or interfere with a national economy or any segment of a national economy.

HIC 500(10/01)

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LOUISIANA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

IL 00 21 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT
(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

HIC 382 (04/98)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — LEAD CONTAMINATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY; AND
COVERAGE C, MEDICAL PAYMENTS**

This endorsement modifies the above COVERAGES to exclude any "occurrence" which results in:

- a) "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b) "Property Damage" arising from any form of lead;
- c) "Personal Injury" arising from any form of lead;
- d) "Advertising Injury" arising from any form of lead;
- e) Medical Payments arising from any form of lead;
- f) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, cleanup, remove, contain, treat, detoxify or in any way respond to, or assess the effects of lead.
- g) Any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

HIC 365 (04/98)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — ASBESTOS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury" or "property damage" arising out of:

- 1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- 2) The use of asbestos from any goods, products or structures; or
- 3) The removal of asbestos from any goods, products or structures; or
- 4) The manufacture, transportation, storage, handling, distribution, sale, application, mining, consumption, or disposal of asbestos or goods or products containing asbestos, including but not limited to asbestosis, lung cancer or mesothelioma suffered by any person as a result thereof.

HIC 310 (04/98)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

It is agreed that service of process in suit may be made upon
INSURANCE COMMISSIONER
STATE OF LOUISIANA

and that any "suit" instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of any appeal.

The above named are authorized and directed to accept service of process on behalf of the Company in any such "suit" and/or upon the request of the insured to give a written undertaking to the insured that will enter a general appearance upon the Company's behalf in the event a suit shall be instituted.

Further, pursuant to any statute of any State, Territory or District of the United States which makes provision therefor, the Company hereon hereby designates the Superintendents, Commissioner or Director of Insurance or other officers specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or true copy thereof.

HIC 309 (02/02)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10605-5222**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — PUNITIVE AND/OR EXEMPLARY DAMAGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

This insurance does not apply to damages assessed for Punitive and/or Exemplary Damages. If a suit shall have been brought against the Insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, the Company will afford a defense to such action, but the Company shall not have an obligation to pay any cost, interest or damages attributed to punitive or exemplary damages.

HIC 306 (04/98)

HERMITAGE INSURANCE COMPANY

WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM
 LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Amount and basis of Deductible	Coverage
\$ Per claim	Bodily Injury Liability
\$ Per occurrence	
\$ Per claim	Property Damage Liability
\$ Per occurrence	
\$ 500. Per claim	Combined Single Limit - Bodily Injury and/or Property Damage
\$ N/A Per occurrence	

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all losses however caused):

The deductible amount shall also include all allocated expenses, including legal expenses, incurred by the Company in the investigation, negotiation, settlement and defense of any claim or suit seeking damages.

It is agreed that:

- The Company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages, or any combination thereof, to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount(s) stated in the schedule above as applicable to such coverages.
- The deductible amount(s) stated in the schedule apply as follows:
 - PER CLAIM BASIS - If the deductible is on a "per claim" basis, or any combination thereof, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
 - PER OCCURRENCE BASIS - If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, or any combination thereof, to all damages because of all bodily injury or property damage as the result of any one occurrence.
- The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
- The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the Company for such part.

HIC 182 (05/04)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NEW YORK**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION—INJURY TO INDEPENDENT CONTRACTORS OR THEIR
EMPLOYEES**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA COVERAGE FORM**

This insurance does not apply to claims, costs or expenses due to "bodily injury", "personal injury" or "property damage" sustained by the owner, partner or employee of an independent contractor working for you or on your behalf.

HIC 178 (04/98)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — LAND SUBSIDENCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury" or "property damage" included within the "Completed Operations Hazard" or the "Products Hazard" when caused by, resulting from, contributed to or aggravated by the subsidence of land.

Subsidence shall mean earth movement, including but not limited to landslide, mudflow, earth sinking and earth rising or shifting.

HIC 175 (01/00)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAINED PREMIUM ENDORSEMENT

\$ 1,238. Retained Premium

If this insurance is cancelled by the Insured or Company for any reason, and the actual earned premium as calculated by the Company is less than the sum specified above, the Company shall retain the amount specified above.

HIC 160 (04/98)

HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFICATION LIMITATION ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage under this policy applies only to those operations described in the Schedule of Insurance, Coverage Parts, declarations and / or endorsements made a part of this policy.

HIC 120 (04/98)

**HERMITAGE INSURANCE COMPANY
WHITE PLAINS, NY 10604**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL PROPERTY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

The total advance premium is a Deposit Premium and the Minimum Premium for the policy period. If the policy is revised, the Minimum Premium will be revised by the appropriate pro-rata or short-rate factor. The policy period is also the audit period.

PREMIUM ADJUSTMENT AUDIT — If the policy is rated on an adjustable basis, it is subject to a premium audit at the end of the audit period to determine the actual earned premium. The actual earned premium shall not be less than the Minimum Premium, or, if the policy period is revised, the Revised Minimum Premium.

Any premium adjustment due will be made upon completion of the premium audit.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we and the Insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

**COMMERCIAL GENERAL LIABILITY
CG 22 94.10 01**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DAMAGE TO WORK PERFORMED BY
SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion 1. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

**COMMERCIAL GENERAL LIABILITY
CG 22 79 07 98**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**COMMERCIAL GENERAL LIABILITY
CG 21 47 07 98**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

CL 699
(10-93)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 39 10 93

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

b. A sidetrack agreement:

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement.

COMMERCIAL GENERAL LIABILITY
CG 21 36 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of Section II – Who Is An Insured does not apply.

POLICY NUMBER: HGL/528788-07

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Description And Location Of Premises Or Classification:**

ALL LOCATIONS AND OPERATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the Insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

ENDORSEMENT NO.: 1

This endorsement, effective 12:01 a.m., 07/17/07
forms a part of policy number: HGL/528788-07
issued to: WHITED'S WASH PIT, INC.
by: Hermitage Insurance Company

Forms Applicable

CG0001	1204	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0067	0305	EXCLUSION-VIOLATION OF STATUTES-E-MAILS, FAX, PHONE CALLS OR OTHER
CG2135	1001	EXCLUSION-MEDICAL PAYMENTS
CG2136	0305	EXCLUSION-NEW ENTITIES
CG2139	1093	CONTRACTUAL LIABILITY LIMITATION
CG2147	0798	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2149	0999	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2167	1204	FUNGI & BACTERIA EXCLUSION
CG2196	0305	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2279	0798	EXCLUSION-CONTRACTORS-PROFESSIONAL LIABILITY
CG2294	1001	EXCLUSION-DAMAGE TO WORK PERFORMED BY SUBCONT. ON YOUR
CG2401	1185	NON-BINDING ARBITRATION
HIC120	0498	MINIMUM DEPOSIT PREMIUM ENDORSEMENT
HIC160	0498	CLASSIFICATION LIMITATION ENDORSEMENT
HIC175	0100	RETAINED PREMIUM ENDORSEMENT
HIC178	0498	EXCLUSION-LAND SUBSIDENCE
HIC182	0504	EXCLUSION TO INDEPENDENT CONTRACTORS OR THEIR EMPLOYEES
HIC306	0498	DEDUCTIBLE LIABILITY INSURANCE
HIC309	0202	EXCLUSION - PUNITIVE AND/OR EXEMPLARY DAMAGE
HIC310	0498	SERVICE OF SUIT
HIC365	0498	EXCLUSION - ASBESTOS
HIC382	0498	EXCLUSION - LEAD CONTAMINATION
HIC500	1001	EXCLUSION-WAR & TERRORISM
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0702	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD F
ILN048	0903	LOUISIANA FRAUD STATEMENT

ATTACHMENT H

Zoning Commission Classification



**METROPOLITAN
PLANNING COMMISSION**
Shreveport / Caddo Parish

505 Travis Street
P.O. Box 31109
Shreveport, LA 71130
Tel (318) 673-6480
Fax (318) 673-6475

May 22, 2007

Mr. James Meleton, Jr.
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106

Dear Mr. Meleton:

Subject: Whited's Wash Pit, Inc, 10017 Drag Strip Road, Keithville, LA

In response to your letter dated May 9th requesting zoning information on the above subject property, please be advised that our research has confirmed the property to be zoned **I-1, Heavy Industrial District**. This zoning was established with **Ordinance # 1362 of 1972**, a copy of which is enclosed. In as much as you have provided copies of the current Certificate of Occupancy and the case (P-19-91) which granted approval for said use, I have not reproduced those copies. There are no known violations of record as of this date.

Please feel free to call this office if there is any additional information that you need.

Sincerely,

Mary K. Randolph
Records Manager

Enclosure

ORDINANCE NO. 1362 OF 1972BY CADDO PARISH POLICE JURY

An ordinance amending Ordinance No. 798 of Caddo Parish, Louisiana, by changing the zoning classification of 73.486 acres of land located in the Northeast corner of the Mansfield Road and Ranch Road, from R-A, Residence Agriculture District to I-2, Heavy Industry District.

SECTION I: BE IT ORDAINED by the Caddo Parish Police Jury in legal and regular session convened, that a 73.486 acre tract of land located in the North 1/2 of Section 20 and in the SE 1/4 of the SE 1/4 of the SE 1/4 of Section 17, T16N-R14W, Caddo Parish, Louisiana, and more fully described as follows, be and the same is hereby changed from R-A, Residence Agriculture District to I-2, Heavy Industry District: beginning at the NW corner of the NE 1/4 of Section 20, proceed S. 89° 43' 40" E. along the North line of Section 20 a distance of 2295.57 feet, thence N. 48° 31' 20" E. a distance of 469.80 feet to a point on the East line of Section 17, thence S. 0° 00' 40" E. along the East line of Section 17 a distance of 251.69 feet to a point on the West right-of-way line of the Southern Pacific Railway, thence S. 26° 11' W. along the West right-of-way line of the Southern Pacific Railway a distance of 1605.12 feet to a point on the North right-of-way line of Ranch Road, thence N. 82° 16' W. along the North right-of-way line of Ranch Road for a distance of 2340.58 feet to a point on the East right-of-way line of U. S. Highway 171 (Mansfield Road), thence N. 17° 17' E. along the East right-of-way line of U. S. Highway 171 a distance of 347.91 feet, thence N. 16° 08' E. along the East right-of-way line of U. S. Highway 171 a distance of 775.50 feet to a point on the North line of Section 20, thence S. 89° 43' 40" E. along the North line of Section 20 a distance of 61.11 feet to the point of beginning, located in the Northeast corner of the Mansfield Road and Ranch Road.

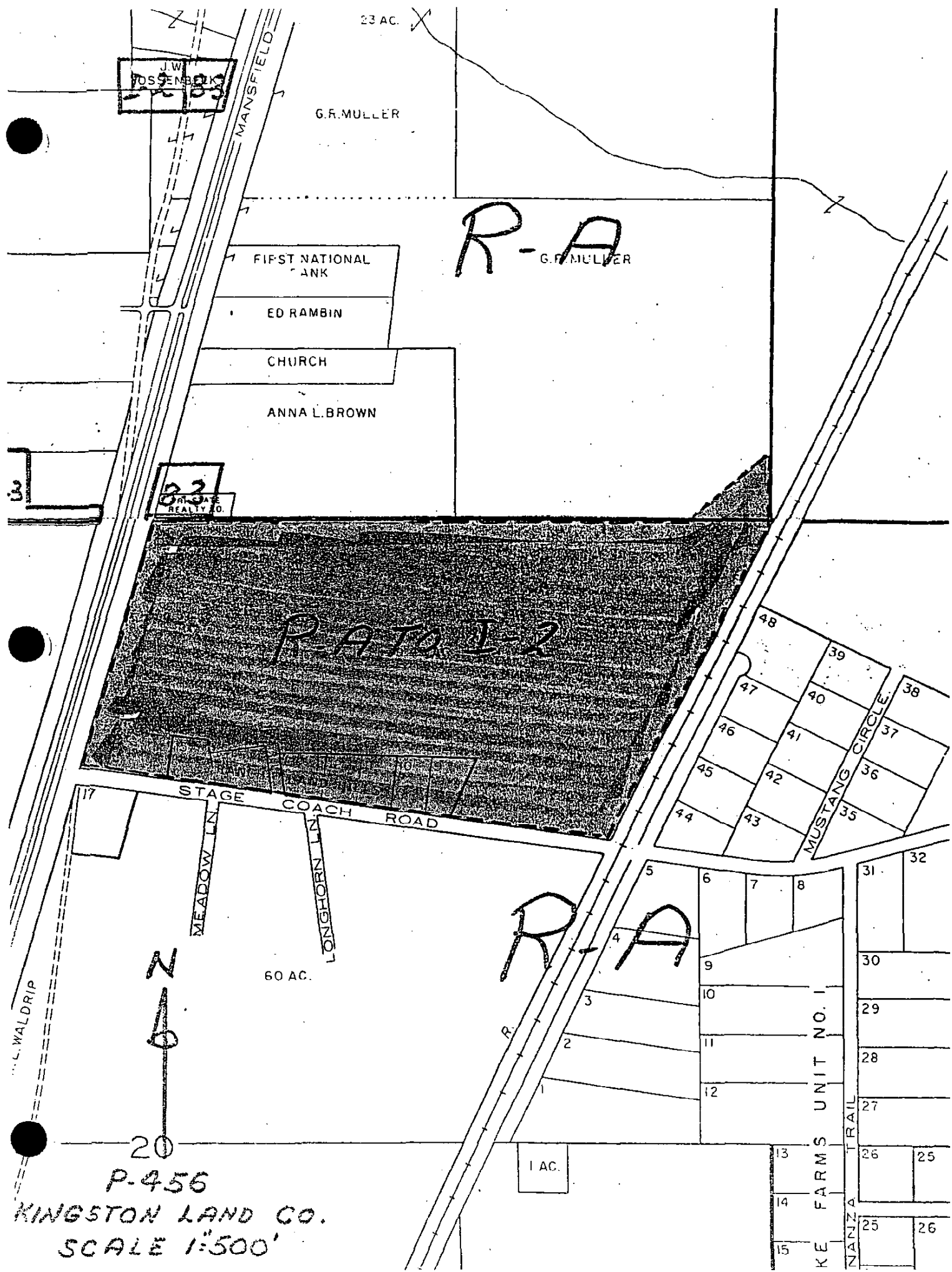
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SECTION II: BE IT FURTHER ORDAINED, that development according to plan should begin within a period of one (1) year from the date of the adoption of this ordinance with failure to comply with this provision to cause this ordinance to become null and void.

I, Francis P. Bickham Secretary to the Caddo Parish Police Jury, hereby certify that the foregoing is a true copy of the transaction of said body in regular session convened on the 23rd day of August, 1972, and is so recorded in Minute Book No. 26, at Page 201.
Given under my hand and seal of office this 1st day of September, 1972.


Secretary, Police Jury of
Caddo Parish, Louisiana

per
p. 454 Kingdon Land Co. (Laminated Note)



OFFICE OF ZONING ADMINISTRATION

OF

SHREVEPORT — CADDO PARISH

CITY HALL ANNEX
1237 MURPHY STREET
ROOM # 204

Certificate of Occupancy

Certificate No. COC9200493Date 8/12/92Issued to: WHITED'S WASH PIT

(FIRM NAME OR NAME OF OCCUPANT)

Address or Location 10017 Dragstrip Rd.Type of Business Wash Pit -- Vacuum TruckProperty Zoned I-2Name of Owner(s) Paul McColloughMailing Address (same as above)Telephone(s) 635-7414

Remarks _____

This occupancy has been approved as to Zoning requirements.

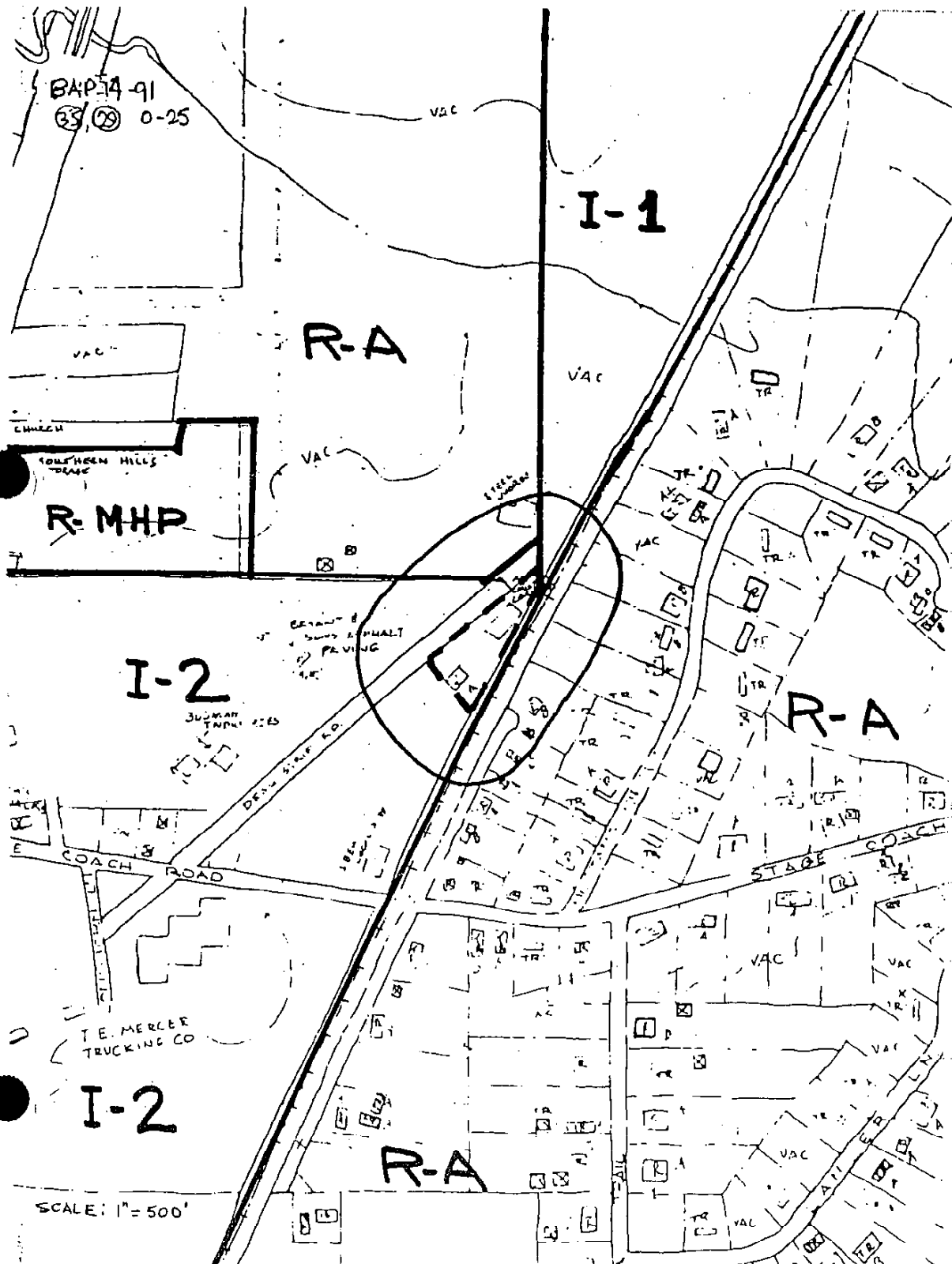

(SIGNATURE)Charlie W. Allum
(TYPED NAME)Zoning Administrator
(TITLE)

ZONING BOARD OF APPEALS
LAND USE REPORT - JUNE 27, 1991

29

CASE NO: BAP-14-91: 10017 Drag Strip Road
APPLICANT: T. PAUL MCCULLOUGH & RONALD LOYD
LAND OWNER: A-1 Custom Coatings
LOCATION: Northeast end of Drag Strip Road
ZONING: Variance in the front yard setback in an I-2 District
PROPOSED: Office/warehouse reconstructed on existing slab

DISTRICT: 11 - Armstrong



**METROPOLITAN PLANNING COMMISSION
LAND USE REPORT - JUNE 5, 1991**

ID-1

CASE NO: P-19-91: 10017 Drag Strip Rd DISTRICT: 11-Armstrong
APPLICANT: T. PAUL MCCULLOUGH & RONALD LOYD
LAND OWNER: A-1 Custom Coatings
LOCATION: NE end of Drag Strip Road
ZONING: MPC approval in an I-2 District
PROPOSED: Processing of car wash waste water

PURPOSE OF REQUEST:

- The applicant is requesting MPC approval to permit processing at this location.

ZONING/USES ADJACENT TO SITE:

- The site is in the middle of an industrial area zoned I-2.

SITE ANALYSIS:

- The site has 645.27' of road frontage along Drag Strip Road and is approximately 2.5 acres.
- The original structure apparently was constructed in violation of the Zoning Ordinance and is only 10.0' from the front property line. Since this original structure has been destroyed more than 60% it may not be rebuilt where it was.
- The applicant will have to move the structure back an additional 5' if possible, or apply for a variance of 5' in the front yard setback requirement.
- Alternative landscaping has been applied for by the applicant. They are requesting to leave existing mature trees on the rear of the property and will be planting 140.5' of shrubbery along the front of the building and parking area.
- The south 245' of the property will be fenced with a 7' security fence.
- There will be 9 off-street parking spaces with 8 spaces in the back for truck parking.

MASTER PLAN AND POLICY GUIDELINES:

- The request appears to be consistent with the Master Plan.

IMPACT ON PUBLIC FACILITIES & ENVIRONMENT:

- The business is licensed and monitored by DEQ. and does not give the applicant the authority to haul hazardous or infectious waste.
- The request is for an office and warehouse with processing of solid and industrial waste.
- The primary activity at the site will be to process the wet sand obtained from pits at car washes.
- All waste is analyzed by an independent firm and reviewed by the City prior to dumping to assure that no hazardous or infectious waste is dumped into the landfill.
- A representative from Public Works (Solid Waste) has confirmed that this operation does in fact deal with clean waste only & that Mr. McCullough has always been very professional and cooperative in his dealings with their department.

OTHER CONSIDERATIONS:

- There will be approximately 4-7 employees and 3 trucks located at this site.
- The applicant states that normal operating hours are from 8 a.m. to 5 p.m.

P-19-91
June 5, 1991
Page 2

STAFF ASSESSMENT:

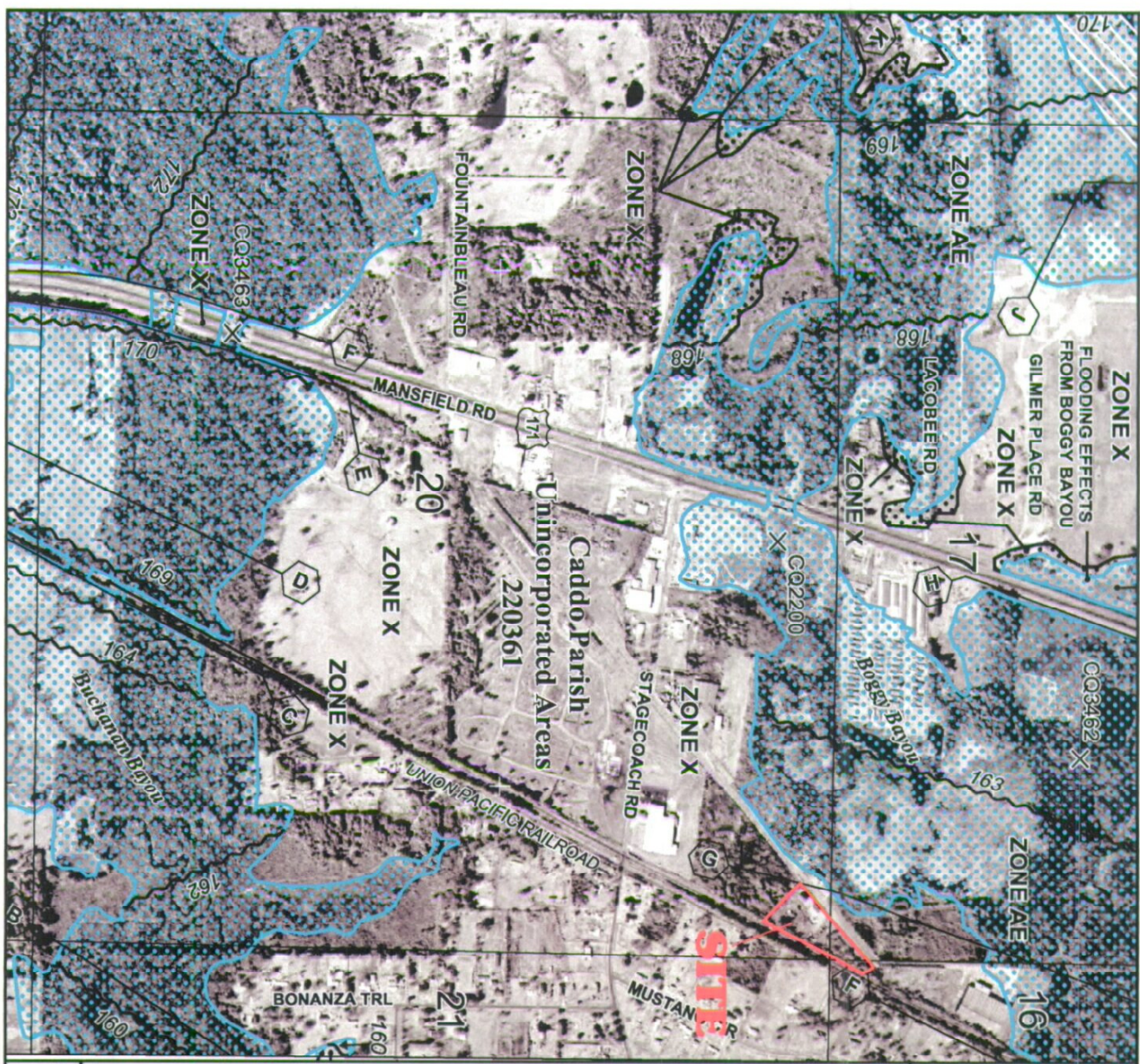
- Repeated staff investigations have indicated that the proposed operation is environmentally safe. Due to this fact and the operators excellent record with the Solid Waste Department, it appears that the use is in fact compatible with the development in the area, including adjacent residential uses.
- The information stated above is the result of discussion by a staff review team. The staff assessment is made without benefit of information which may be presented at the public hearing, and is therefore subject to change. The Board members use all information available to them in making their decision.

ALTERNATIVES:

- A. Approve the application as submitted, subject to compliance with the following stipulation:
 - 1. Development and alternative landscape plan to be in substantial accord with approved site plan.
- B. Deny the application.


















ATTACHMENT I

FEMA Flood Insurance Rate Map



MAP SCALE 1" = 1000'

LEGEND

-  **SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
-  **ZONE A**
No Base Flood Elevations determined.
-  **ZONE AE**
Base Flood Elevations determined.
-  **ZONE AH**
Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
-  **ZONE AO**
Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of unusual low flooding, velocities also determined.
-  **ZONE AR**
Special Flood Hazard areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decommissioned. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
-  **ZONE V**
Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
-  **ZONE VE**
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
-  **FLOODWAY AREAS IN ZONE AE**
This floodway is the channel of a stream plus any adjacent floodable areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
-  **OTHER FLOOD AREAS**
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
-  **OTHER AREAS**
Areas determined to be outside the 0.2% annual chance floodplain.
-  **COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
Areas in which flood hazards are undetermined, but possible.
-  **OTHERWISE PROTECTED AREAS (OPAs)**
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
-  1% annual chance floodplain boundary
-  0.2% annual chance floodplain boundary
-  Floodway boundary
-  Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ATTACHMENT J
Registered Water Wells



Registered Water Wells
Public Works & Water Resources Division
Water Resources Section

Wells located within 1 mile radius
of Latitude 32°22'08" and Longitude 93°48'55"

Sec Parish	Owner Name	DOTD Well #	Owner Well #	Driller's Name	Well Depth (ft)	Well Use	Casing Size (in)	Drill Date	Water Level (ft)	W.L. Date Measured	Geologic Unit	Lat tude	Longi tude	Avail Info	Distance in Miles
Caddo 020	CHAVIS, TOM	- 296		MORGAN, A. C.	212	DOMESTIC	6	06/41	6	06/01/41	124WLCX	322158	934938	D W	0.72
Caddo 017	IBLINGS, PAUL	- 656		HARDIN	200	PUBLIC SUPPLY	4	11/85			124WLCX	322210	934916	D	0.34
Caddo 020	F & L INDUSTRIE	- 679		HARDIN	255	PUBLIC SUPPLY	4	05/85			124WLCX	322157	934920	D	0.46
Caddo 020	COOKIN CAJUN PR	- 716		ARK-LA-TEX	110	PUBLIC SUPPLY	4	04/88	30	04/29/88	124WLCX	322201	934909	D W	0.26
Caddo 020	BUILDERS-SHUMAK	- 717	1	NIELSEN	190	INDUSTRIAL	4	06/87	75	06/24/87	124WLCX	322150	934930	D W	0.66
Caddo 017	LT&D PLANT FARM	- 718		ARK-LA-TEX	190	IRRIGATION	4	07/88	35	07/17/88	124WLCX	322240	934913	D W	0.68
Caddo 017	JOHNSON PROPERTY	- 770		HARDIN	180	PUBLIC SUPPLY	4	02/90	50	02/08/90	124WLCX	322247	934816	D W	0.98
Caddo 020	J & L INDUSTRIE	- 800		PRESLEY, ROGER	220	PUBLIC SUPPLY	4X4	09/92	80	09/01/92	124WLCX	322159	934904	D W	0.23
Caddo 016	DEEPWOODS SUBD	- 851	2	CONTINENTAL	245	PUBLIC SUPPLY	6	03/00	33.1	03/14/00	124WLCX	322221	934809	ED W	0.78
Caddo 021	MCGILL, PHILLIP	- 5365Z		ALBRECHTS	150	DOMESTIC	4	05/85	32	05/17/85	124WLCX	322159	934827	D W	0.48
Caddo 020	ROCKETT, LOUIE	- 5446Z		HARDIN	220	DOMESTIC	4	08/85			124WLCX	322149	934859	D	0.37
Caddo 020	HYATT, DENNIS	- 5484Z		ALBRECHTS	160	DOMESTIC	4	10/85	48	10/19/85	124WLCX	322159	934854	D W	0.17
Caddo 020	FISHER, GLENNA	- 5485Z		ALBRECHTS	170	DOMESTIC	4	10/85	46	10/25/85	124WLCX	322156	934856	D W	0.23
Caddo 021	WYATT, MARY	- 5519Z		ALLSTATE	170	DOMESTIC	4	02/86	30	02/11/86	124WLCX	322152	934849	D W	0.32
Caddo 009	AT&T	- 5651Z	MW-5	WOODWARD-CLYDE	16	MONITOR	4	04/86			124CRWLC	322259	934846	D	0.99
Caddo 009	AT&T	- 5656Z	3	CAPOZZOLI	25	PLUGGED	4	12/80			124CRWLC	322300	934850	D	1.00
Caddo 009	AT&T	- 5658Z	5	CAPOZZOLI	22	PLUGGED		12/80			124CRWLC	322256	934848	D	0.93
Caddo 020	VINES, WILSON	- 5694Z		HARDIN	170	DOMESTIC	4	06/86	50	08/22/86	124WLCX	322153	934855	D W	0.29
Caddo 020	WEBB, KENNETH	- 5727Z		ARK-LA-TEX	110	DOMESTIC	4	10/86	30	10/30/86	124WLCX	322155	934929	D W	0.60
Caddo 017	COUVILLON, JAM	- 5781Z		ALBRECHTS	220	DOMESTIC	4	02/87	102	02/21/87	124WLCX	322213	934933	D W	0.62
Caddo 017	COUVILLON, J	- 5782Z		ALBRECHTS	220	DOMESTIC	4	02/87	102	02/21/87	124WLCX	322221	934929	D W	0.60
Caddo 021	ROBBINS, RALPH	- 5826Z		HARDIN	160	PLUGGED	4	05/87	30	05/21/87	124WLCX	322140	934843	D W	0.57
Caddo 021	ROBBINS, RALPH	- 6151Z		FULLER	175	DOMESTIC	4	12/87	45	12/10/87	124WLCX	322140	934843	D W	0.57

Caddo 032 WILLIAMS, CHAS	-6330Z		ARK-LA-TEX	210	DOMESTIC	4	12/88	45	12/05/88	124WLCX	322216	934824	D W	0.49
Caddo 021 ROBBINS, RALPH	-6384Z		BRICKHAM F	105	PLUGGED		04/71			124WLCX	322137	934847		0.61
Caddo 020 J & L INDUSTRIE	-6474Z		UNKNOWN	200	PLUGGED					124WLCX	322159	934904		0.23
Caddo 020 FRAME, A J	-6783Z		ARK-LA-TEX	220	DOMESTIC	4	09/90	50	09/18/90	124WLCX	322150	934859	D W	0.35
Caddo 021 JOHNNIGAN, GARY	-7268Z		HARDIN	215	DOMESTIC	4	06/92	80	06/15/92	124WLCX	322200	934836	D W	0.34
Caddo 021 ROBBINS, RALPH	-7633Z		HAMLIN & NOLTE	165	DOMESTIC	4	08/93	52	08/03/93	124WLCX	322138	934847	D W	0.59
Caddo 021 LAMB, FRANK	-7636Z		KEITHVILLE	250	DOMESTIC	4	07/93	67	07/13/93	124WLCX	322145	934841	D W	0.50
Caddo 016 WIMMER, WILLIAM	-7699Z		KEITHVILLE	150	DOMESTIC	4	10/93	25	10/29/93	124WLCX	322213	934832	D W	0.38
Caddo 021 HUFFER, BEVERLY	-7711Z		HARDIN	160	DOMESTIC	4	02/94	80	02/18/93	124WLCX	322205	934849	D W	0.11
Caddo 020 MARZE, LUTHER	-7847Z		HARDIN	180	DOMESTIC	4	06/94	40	06/08/94	124WLCX	322142	934946	D W	0.96
Caddo 020 CIRCLE K	-7930Z	MW-1	G & E	22	MONITOR	4	09/94	13.5	09/22/94	112UPTCC	322155	934934	D W	0.68
Caddo 020 CIRCLE K	-7931Z	MW-2	G & E	24	MONITOR	4	09/94	13.91	09/22/94	112UPTCC	322154	934933	D W	0.67
Caddo 020 CIRCLE K	-7932Z	MW-3	G & E	24	MONITOR	4	09/94	14.31	09/22/94	112UPTCC	322155	934933	D W	0.66
Caddo 020 CIRCLE K	-7933Z	MW-4	G & E	24	MONITOR	4	09/94	13.22	09/22/94	112UPTCC	322154	934932	D W	0.66
Caddo 020 CIRCLE K	-7934Z	MW-5	G & E	25	MONITOR	4	09/94	13.74	09/22/94	112UPTCC	322155	934934	D W	0.68
Caddo 020 CIRCLE K	-7935Z	MW-6	G & E	24	MONITOR	4	09/94	15.40	09/22/94	112UPTCC	322154	934934	D W	0.69
Caddo 020 CIRCLE K	-7936Z	MW-7	G & E	24	MONITOR	4	09/94	15.06	09/22/94	112UPTCC	322154	934932	D W	0.66
Caddo 020 CIRCLE K	-7937Z	MW-8	G & E	24	MONITOR	4	09/94	14.10	09/22/94	112UPTCC	322155	934932	D W	0.65
Caddo 021 HUFFER, BEVERLY	-8135Z		UNKNOWN		ABANDONED	4				11111111	322205	934848		0.13
Caddo 020 FRAME, A J	-8344Z		KEITHVILLE	170	DOMESTIC	4	01/96	120	01/17/96	124WLCX	322139	934903	D W	0.57
Caddo 021 COBURN, RONALD	-8356Z		UNKNOWN	98	DOMESTIC	4	1994			124WLCX	322138	934841		0.62
Caddo 021 COBURN, RONALD	-8378Z		PROFESSIONAL	253	DOMESTIC	4	11/96	40	11/15/96	124WLCX	322138	934840	D W	0.62
Caddo 020 CIRCLE K	-8394Z	MW-9	G & E	22	MONITOR	4	05/96	15.34	11/11/96	112UPTCC	322154	934933	D W	0.67
Caddo 020 CIRCLE K	-8395Z	MW-10	G & E	20	MONITOR	4	05/96	13.97	11/11/96	112UPTCC	322154	934931	D W	0.64
Caddo 020 CIRCLE K	-8396Z	MW-11	G & E	20	MONITOR	4	05/96	13.62	11/11/96	112UPTCC	322155	934931	D W	0.63
Caddo 020 CIRCLE K	-8397Z	MW-12	G & E	17	PLUGGED	2	05/96	11.11	11/11/96	112UPTCC	322155	934935	D W	0.69
Caddo 020 CIRCLE K	-8398Z	MW-13	G & E	20	MONITOR	4	09/96	13.12	11/11/96	112UPTCC	322155	934931	D W	0.63
Caddo 020 CIRCLE K	-8399Z	MW-14	G & E	20	MONITOR	4	09/96	15.23	11/11/96	112UPTCC	322154	934933	D W	0.67
Caddo 020 CIRCLE K	-8400Z	MW-15	G & E	14	MONITOR	2	09/96	8.45	11/11/96	112UPTCC	322155	934935	D W	0.69
Caddo 021 ELDRIDGE, JOHN	-8566Z		PROFESSIONAL	250	DOMESTIC	4	11/97	45	11/18/97	124WLCX	322215	934841	D W	0.26
Caddo 020 CIRCLE K	-8613Z	MW-12A	G & E	25	RECOVERY	4	10/97	11.09	12/11/97	112UPTCC	322155	934935	D W	0.69
Caddo 020 CIRCLE K	-8614Z	RW-1	G & E	25	RECOVERY	4	10/97	12.73	12/11/97	112UPTCC	322155	934932	D W	0.85
Caddo 020 CIRCLE K	-8615Z	RW-2	G & E	25	RECOVERY	4	10/97	12.45	12/11/97	112UPTCC	322154	934932	D W	0.66
Caddo 020 CIRCLE K	-8616Z	RW-3	G & E	25	RECOVERY	4	10/97	12.40	12/11/97	112UPTCC	322154	934933	D W	0.67
Caddo 020 CIRCLE K	-8617Z	RW-4	G & E	25	RECOVERY	4	10/97	13.46	12/11/97	112UPTCC	322155	934934	D W	0.68
Caddo 020 FRAME, GLENDA F	-8618Z		PROFESSIONAL	240	DOMESTIC	4	01/98	45	01/16/98	124WLCX	322137	934907	D W	0.62
Caddo 020 FRAME, GLENDA F	-8722Z		UNKNOWN	190	DOMESTIC	4	1970			124WLCX	322137	934908		0.63
Caddo 017 CASH, JOHN	-8987Z		KEITHVILLE	260	DOMESTIC	4	09/99	95	09/22/99	124WLCX	322212	934923	D W	0.46
Caddo 021 HYATT, DENNIS	-9166Z		PROFESSIONAL	240	DOMESTIC	4	07/00	45	07/27/00	124WLCX	322200	934851	D W	0.17

La DOTD - Registered Water Wells

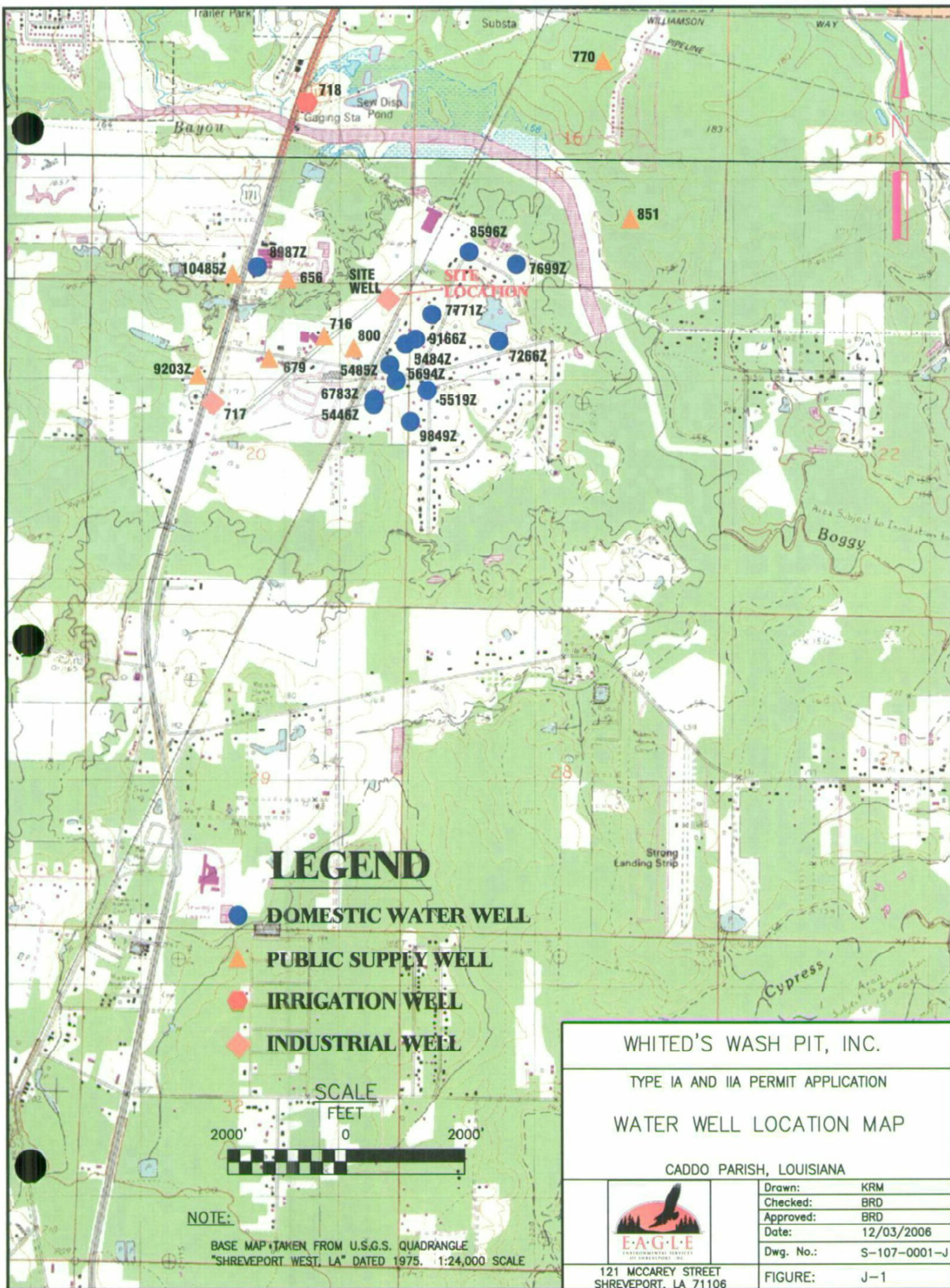
http://www.dwd.state.la.us/intermodal/wells/well_radius.asp?radius=1&landge=8&latmin=22&latmax=22&longdeg=93&longmin=93&longsec=48&longmax=48

Caddo 020 CIRCLE K	-9202Z	OW-1	CRA, INC.	12	MONITOR	4	DRY	01/20/00	112UPTCC	322155 934934	W	0.68	
Caddo 020 CIRCLE K	-9203Z	WW-1	CRA, INC.		PUBLIC SUPPLY				11111111	322154 934934		0.69	
Caddo 020 CIRCLE K	-9204Z	OW-2	CRA, INC.	11	MONITOR	4	DRY	01/20/00	112UPTCC	322155 934934	W	0.68	
Caddo 017 SMITH, JIM	-9824Z		HARDIN		PLUGGED		06/03		00000000	322212 934919	D	0.40	
Caddo 021 SHULL, GARY	-9849Z		NIELSEN	150	DOMESTIC	4	04/04	48	04/17/04	00000000	322147 934851	D W	0.41
Caddo 017 MILTON, MARTHA	10484Z		NIELSEN	250	PLUGGED	4	01/06			00000000	322211 934930		0.57
Caddo 017 MILTON, MARTHA	10485Z		NIELSEN	210	PUBLIC SUPPLY	4	02/06	76	02/15/06	00000000	322211 934927	D W	0.52
Caddo 017 MILTON, MARTHA	10486Z		NIELSEN	250	DOMESTIC	4	02/06	160	02/03/06	00000000	322211 934930	D W	0.57

Available Information:

E - Geophysical Log
D - Driller's Log
M - Mechanical Analysis
Q - Quality of Water
P - Pumping Test
W - Water Level
B - Bacteriological Analysis

[Parish Codes] [Well Use Sub-Use Codes] [Explanation of Terms]



ATTACHMENT K

Aquifer Recharge Potential of the Shreveport Quadrangle

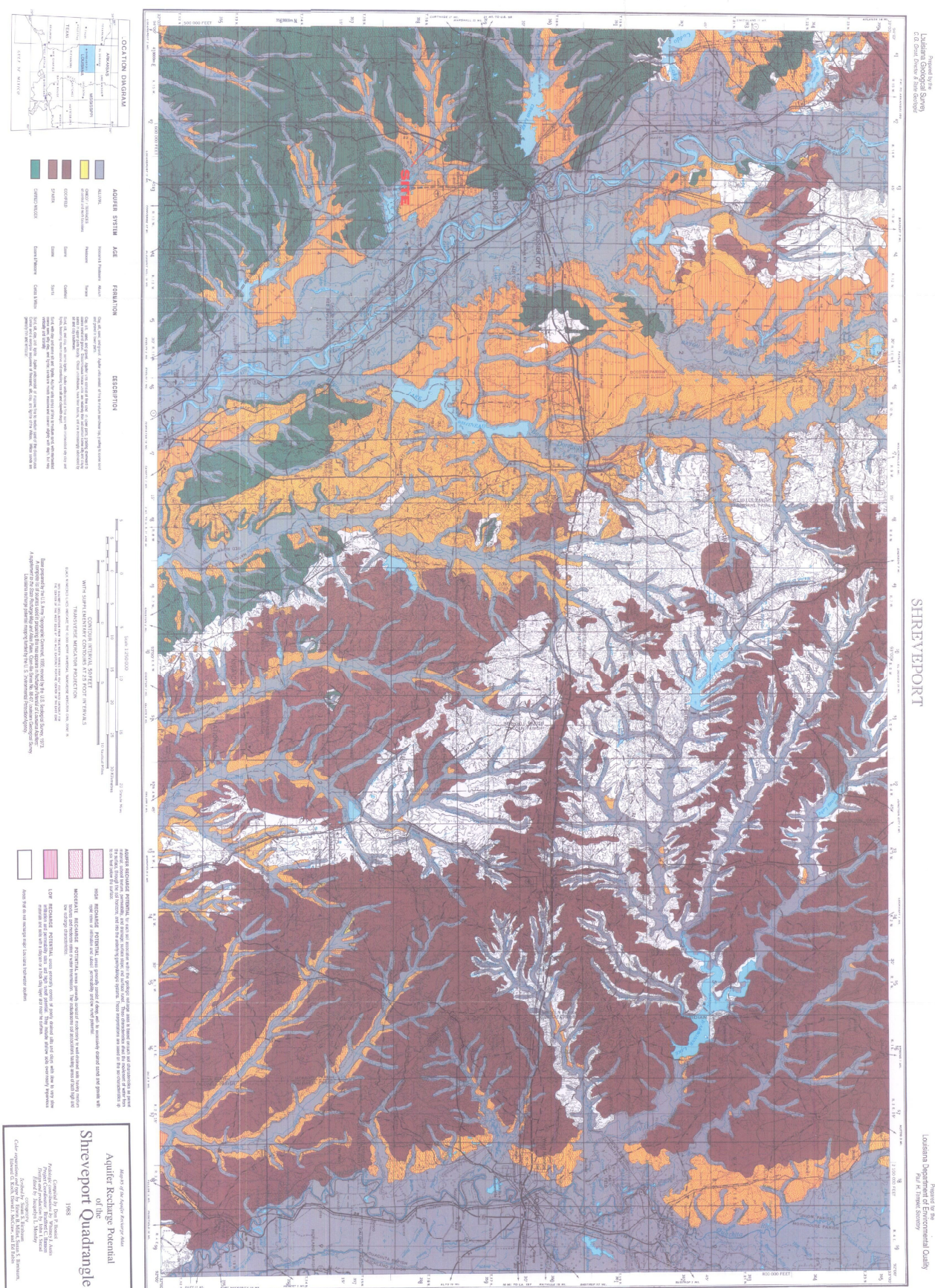


FIGURE 6

LIST OF FIGURES

LIST OF FIGURES

FIGURE

- | | |
|----------|---|
| 1 | AREA MASTER PLAN |
| 2 | AREA ROAD NETWORK |
| 3 | SITE MASTER PLAN |
| 4 | FEMA FLOOD INSURANCE RATE MAP |
| 5 | AERIAL PHOTOGRAPH |
| 6 | MAP NO. 5 OF THE AQUIFER RECHARGE ATLAS |
| 7 | AS-BUILT DRAWING OF THE PROCESSING TANKS |
| 8 | PROCESS FLOW DIAGRAM |

FIGURE 1

AREA MASTER PLAN

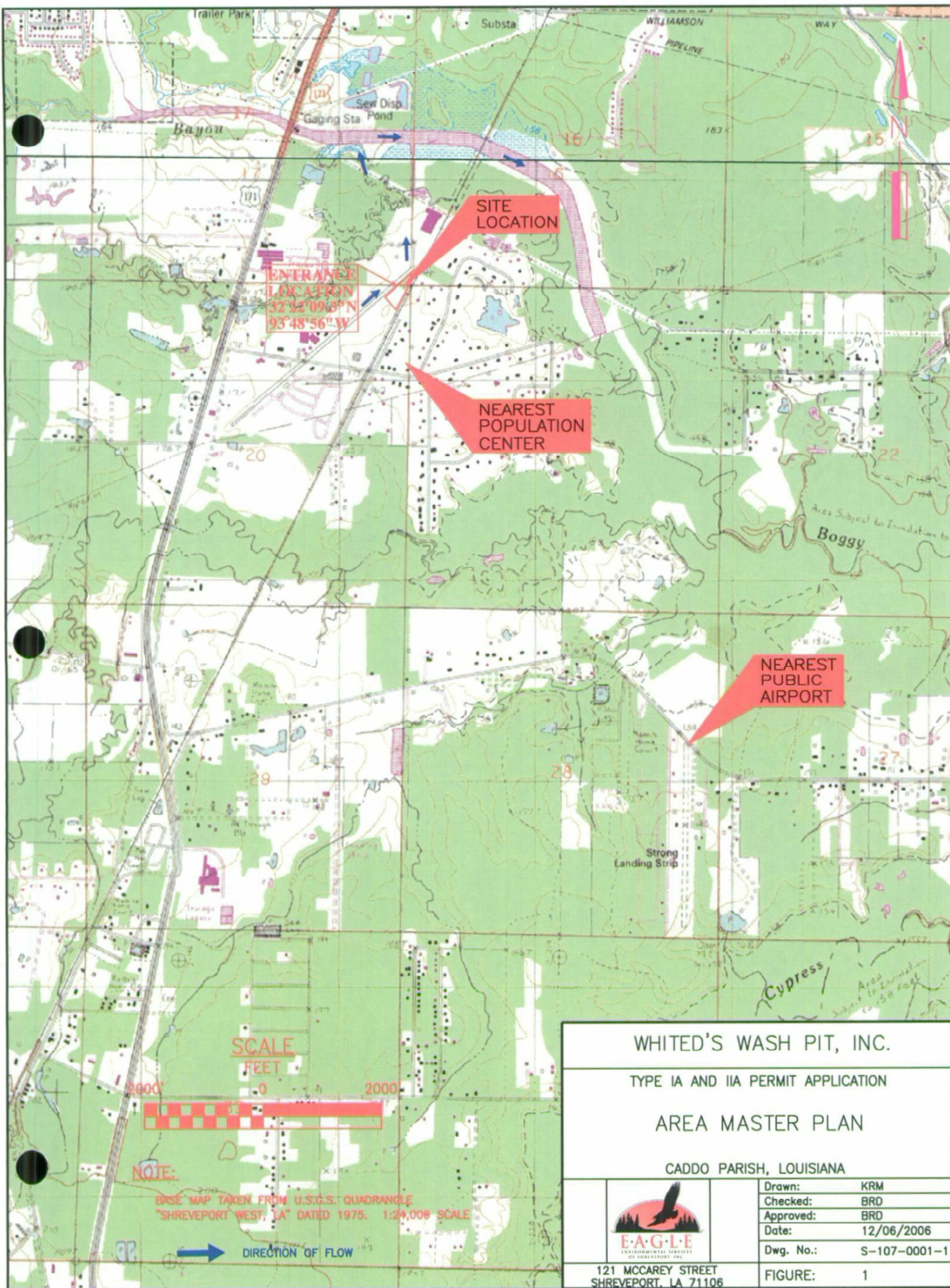
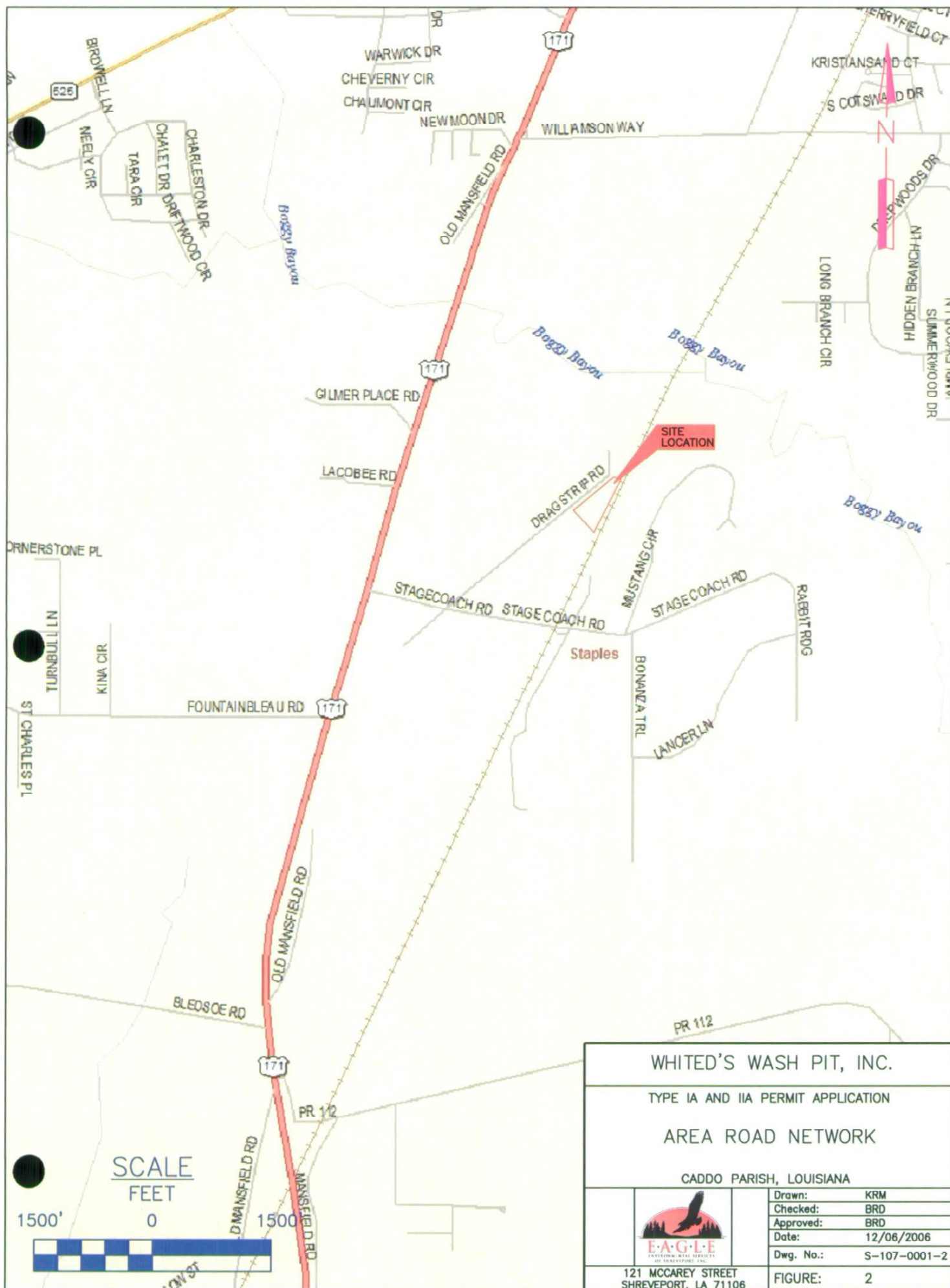


FIGURE 2

AREA ROAD NETWORK




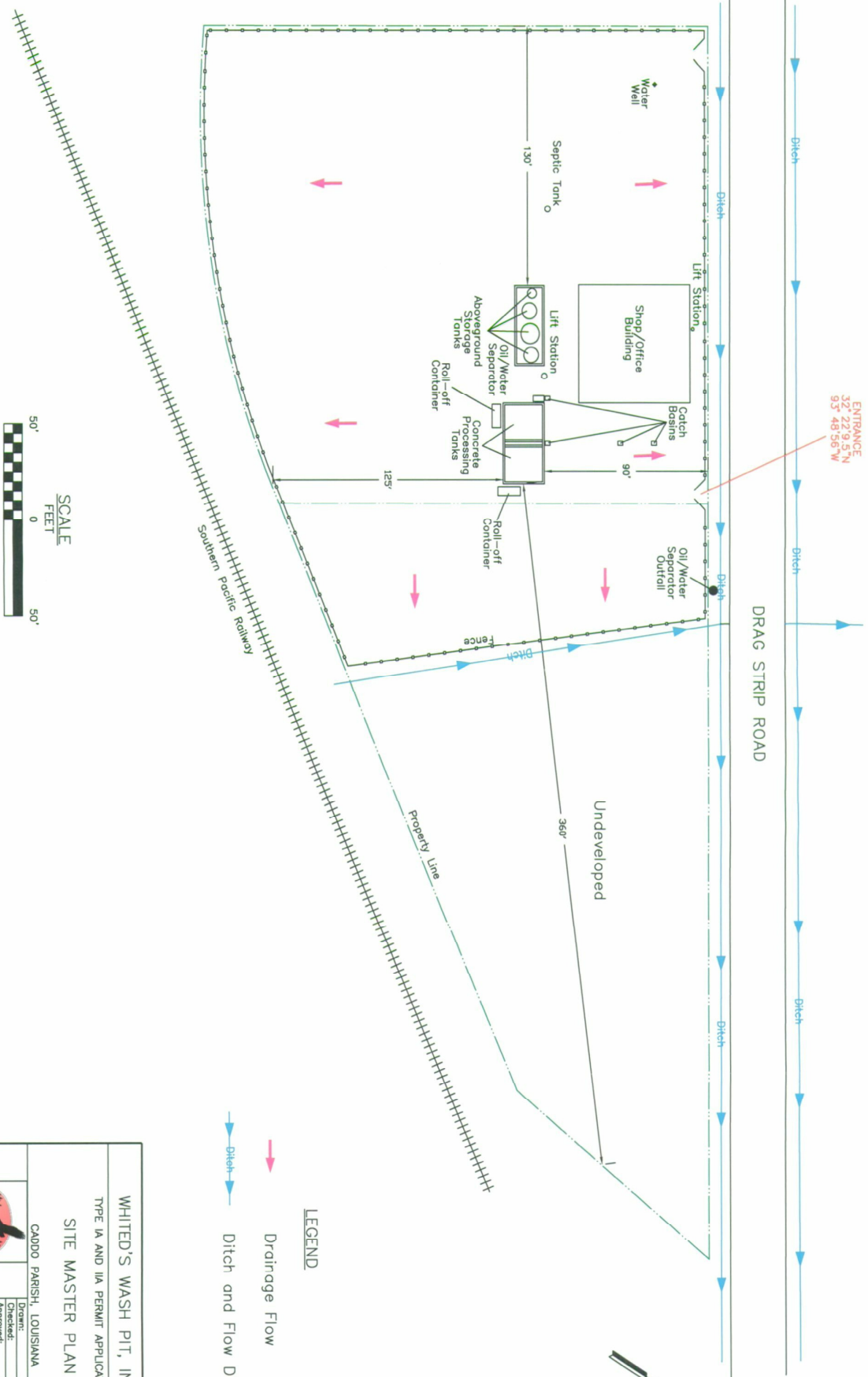
WHITTE'S WASH PIT, INC.	
TYPE IA AND IIA PERMIT APPLICATION	
AREA ROAD NETWORK	
CADDO PARISH, LOUISIANA	
 EAGLE <small>ENGINEERING & ARCHITECTURE, INC.</small>	Drawn: KRM
	Checked: BRD
	Approved: BRD
	Date: 12/06/2006
	Dwg. No.: S-107-0001-2
121 MCCAREY STREET SHREVEPORT, LA 71106	FIGURE: 2

FIGURE 3

SITE MASTER PLAN



WHITE'S WASH PIT, INC. TYPE IIA AND IIA PERMIT APPLICATION	
SITE MASTER PLAN	
CAJDO PARISH, LOUISIANA Drawn: [blank] Checked: [blank] Date: 12/28/06 Dwg. No.: S-107-001-3	FIGURE: 3

FIGURE 4

FEMA FLOOD INSURANCE RATE MAP

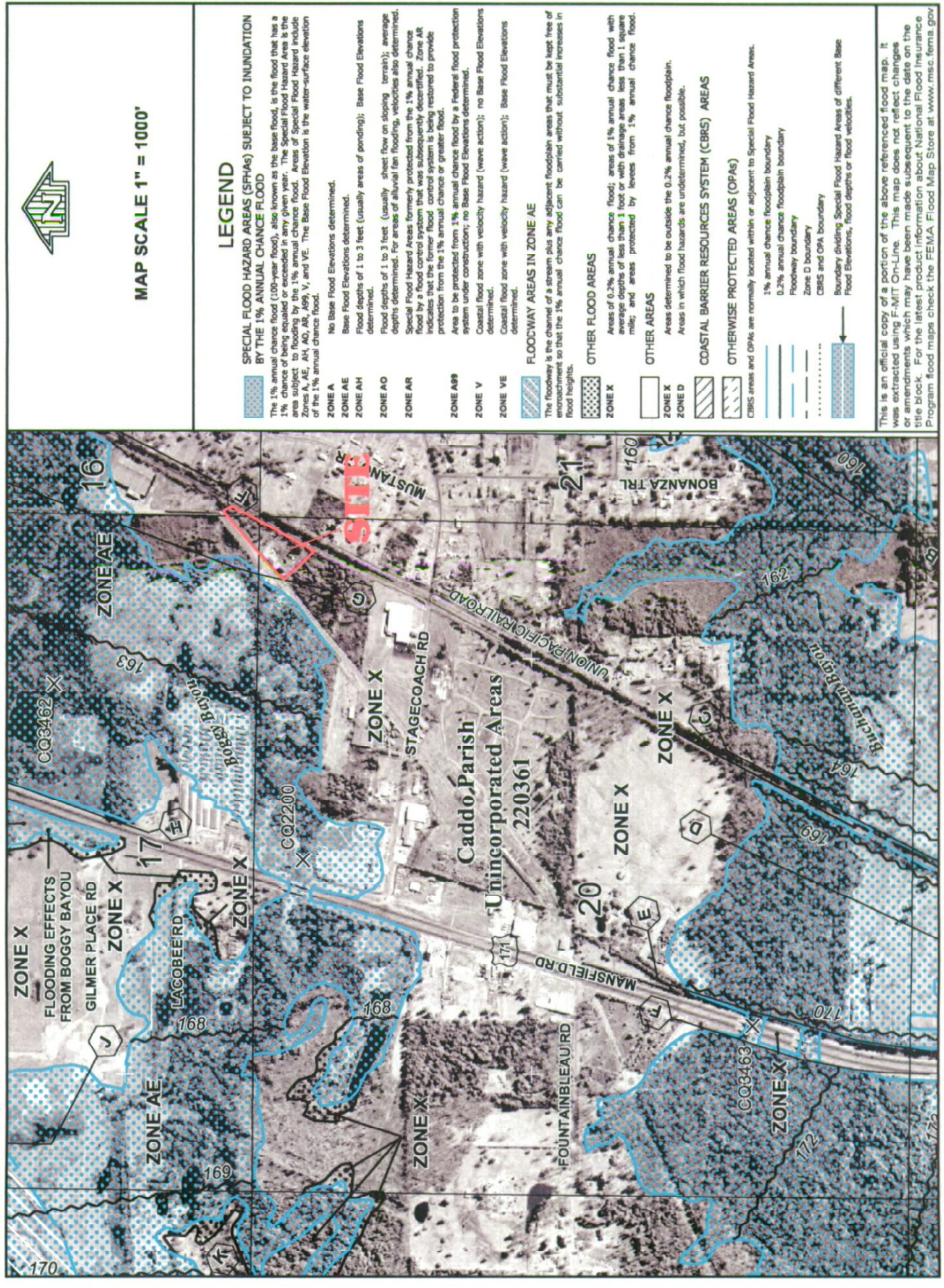


FIGURE 5

AERIAL PHOTOGRAPH



WHITED'S WASH PIT, INC.

TYPE IA AND IIA PERMIT APPLICATION

AERIAL PHOTOGRAPH

CADDO PARISH, LOUISIANA



121 MCCAREY STREET
SHREVEPORT, LA 71106

Drawn:	KRM
Checked:	BRD
Approved:	BRD
Date:	12/03/2006
Dwg. No.:	S-107-0001-5
FIGURE:	5

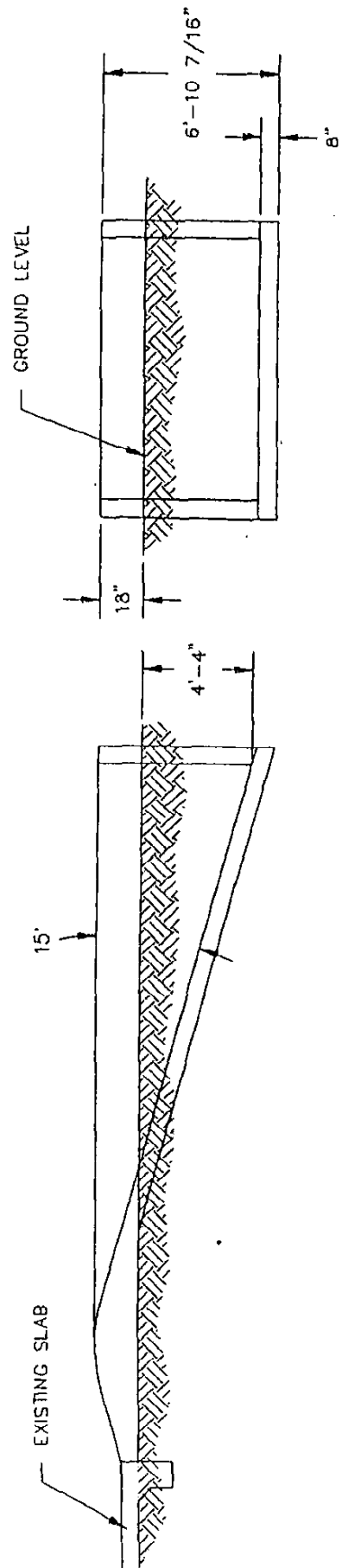
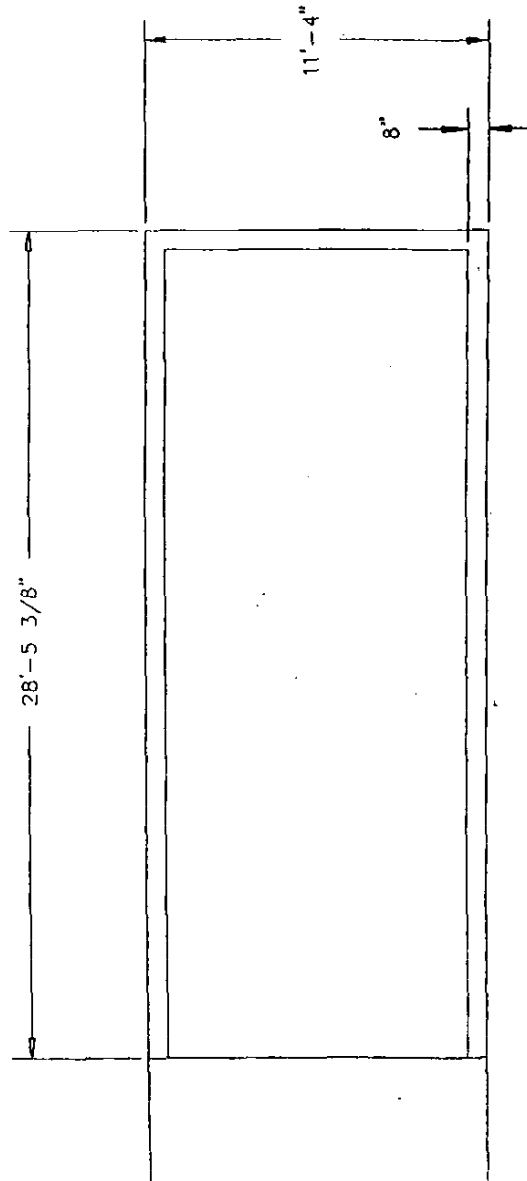
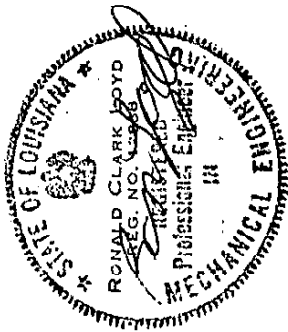
FIGURE 6

MAP NO. 5 OF THE AQUIFER RECHARGE ATLAS

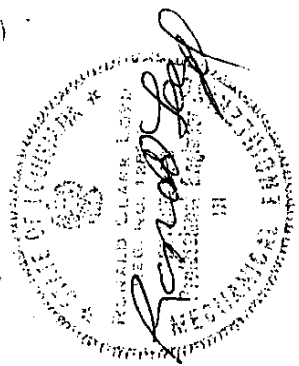


FIGURE 7

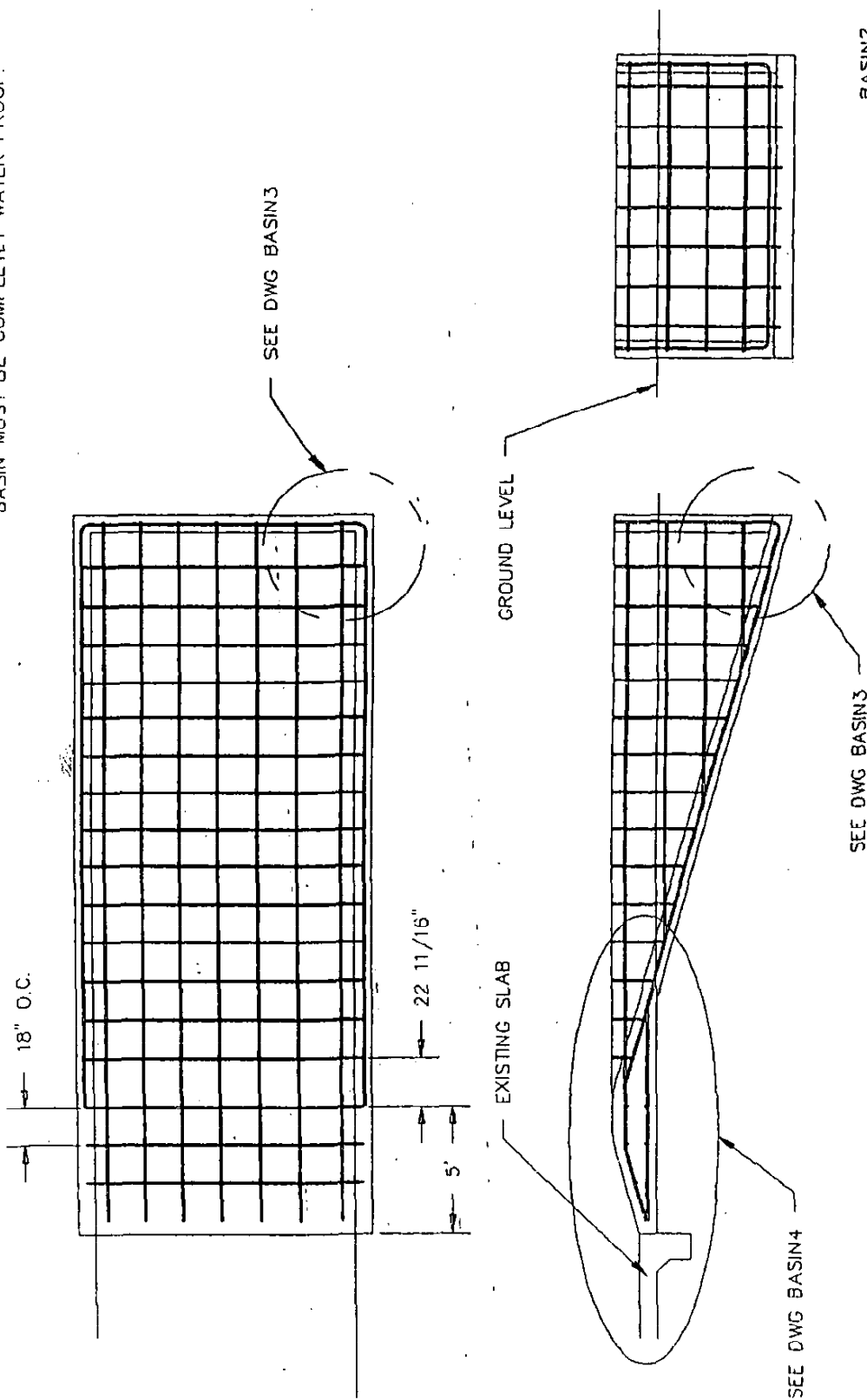
AS-BUILT DRAWING OF THE PROCESSING TANKS



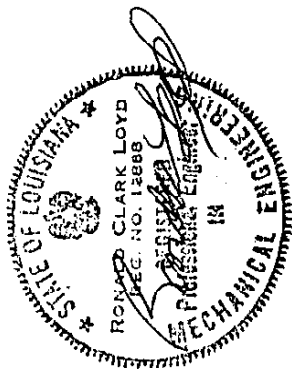
BASIN
SCALE: $1/4" = 1'-0"$



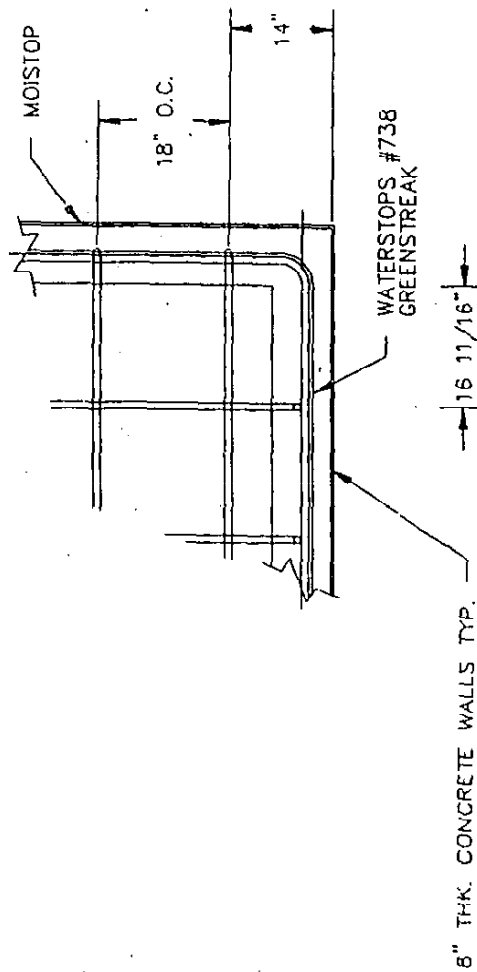
NOTE:
 USE #6 RE-BAR ONLY
 USE 3000 PSI CONCRETE ONLY
 BASIN MUST BE COMPLETELY WATER PROOF.



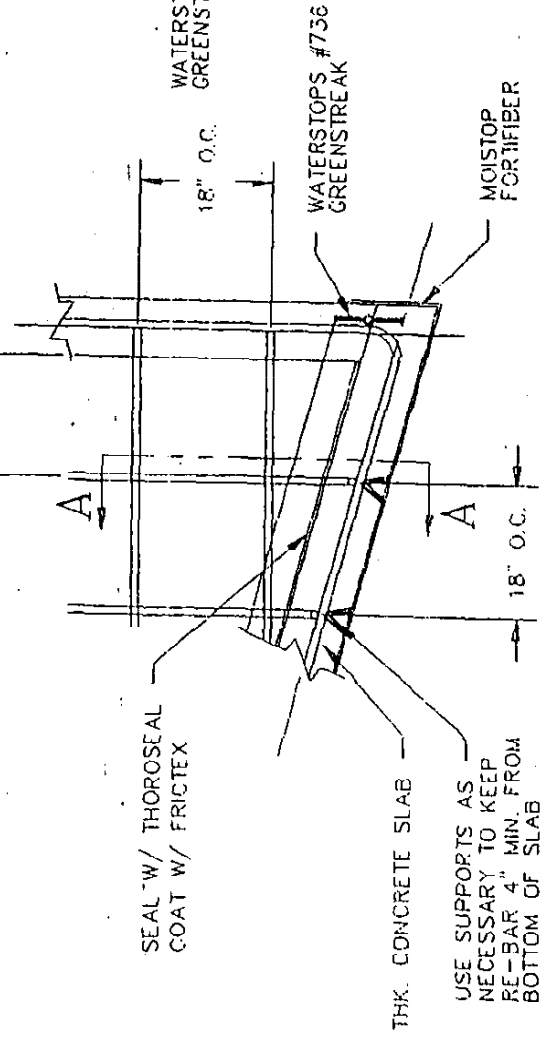
BASIN 2
 SCALE: 1/4" = 1'-0"



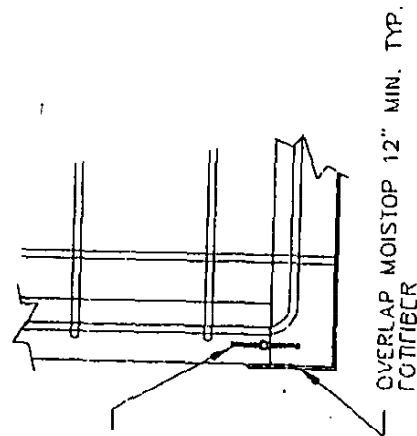
NOTE:
SEAL WALLS AND FLOOR W/ THOROSEAL BY THORO SYSTEMS



8" THK. CONCRETE WALLS TYP.

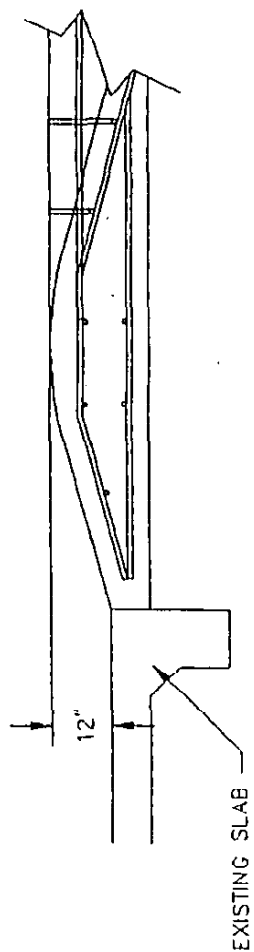
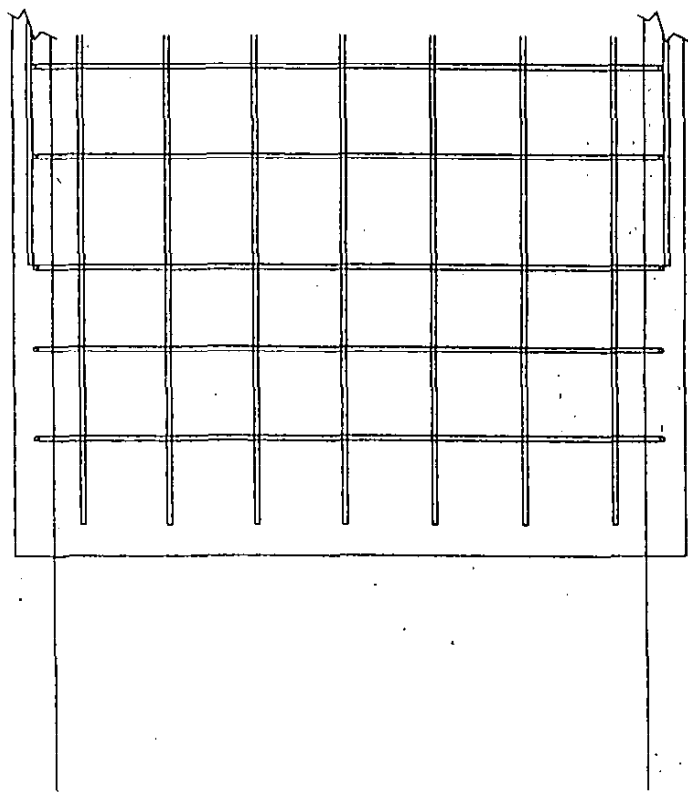


USE SUPPORTS AS
NECESSARY TO KEEP
RE-BAR 4" MIN. FROM
BOTTOM OF SLAB



OVERLAP MOISTOP 12" MIN. TYP.
FOR FIBER

SECTION A-A

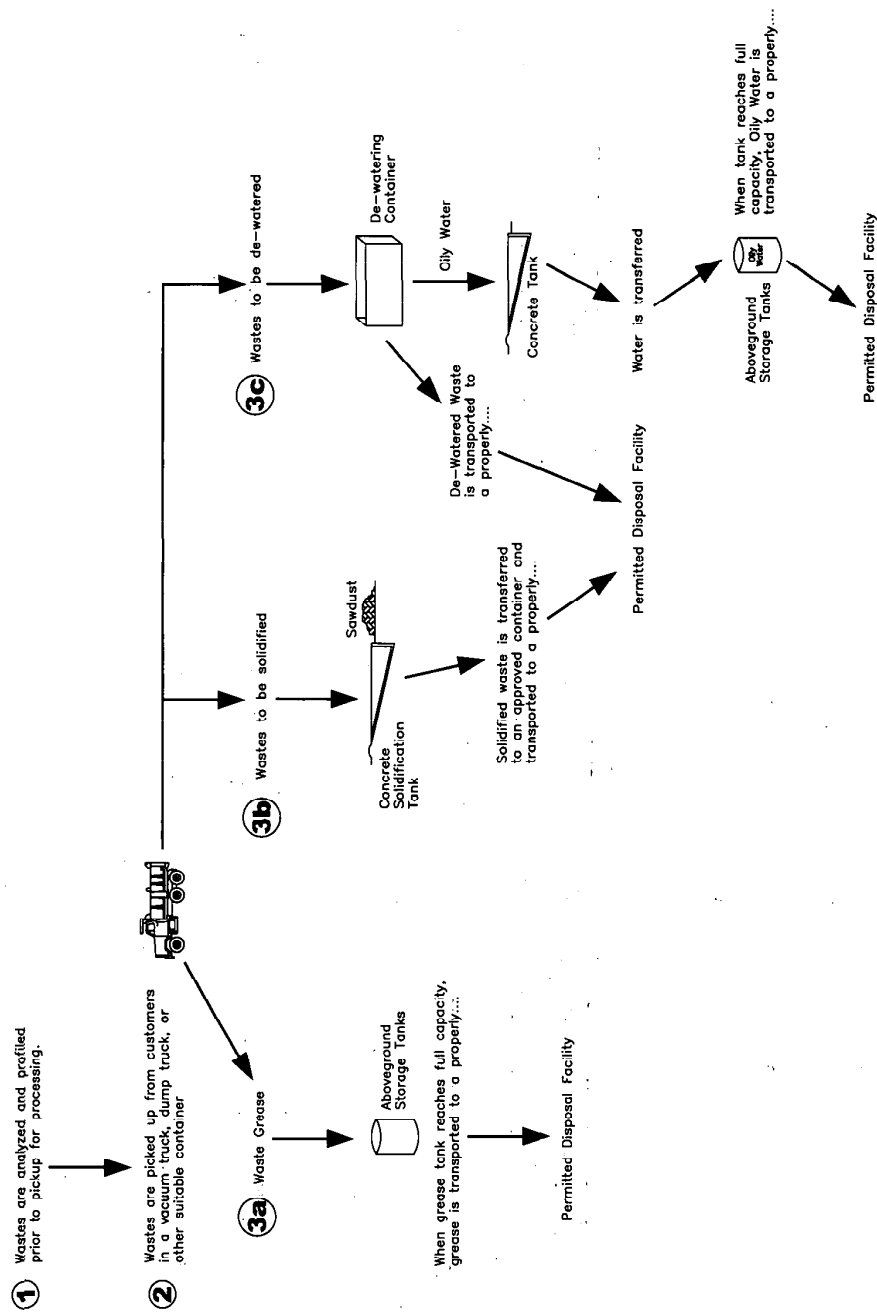


BASIN 4
1/2" = 1'-0"

FIGURE 8

PROCESS FLOW DIAGRAM

PROCESS FLOW DIAGRAM



WHITED'S WASH PIT, INC.

TYPE IA AND IIA PERMIT APPLICATION

PROCESS FLOW DIAGRAM

CADD0 - PARISH - LOUISIANA	
Drawn:	KRM
Checked:	BRD
Approved:	BRD
Date:	12/03/2008
Proj. No.:	S-107-0001-8
FIGURE:	8

121 MCCARTHY STREET
SHREVEPORT, LA 71108

LIST OF APPENDICES

LIST OF APPENDICES

APPENDIX

A	LEASE AGREEMENT
B	ZONING COMMISSION CLASSIFICATION
C	PROOF OF PUBLIC NOTIFICATION
D	AGENCY LETTERS
E	LETTERS CONCERNING TRAFFIC FLOW
F	CERTIFICATE OF OCCUPANCY
G	CENSUS INFORMATION
H	SURVEY PLAT MAPS
I	EMERGENCY PROCEDURE AND CONTINGENCY PLAN
J	DOCUMENTATION FROM LOCAL EMERGENCY RESPONDERS AND HEALTHCARE PROVIDER
K	SOLID WASTES ANALYSES
L	LPDES DISCHARGE PERMIT DOCUMENTATION
M	CLIMATE INFORMATION
N	CERTIFICATE OF COMPLIANCE
O	ENGINEERING CERTIFICATION
P	EMPLOYEE TRAINING MANUAL
Q	FACILITY OPERATIONAL PLAN
R	CLOSURE SCHEDULE AND ESTIMATED CLOSURE COST
S	FINANCIAL ASSURANCE DOCUMENTATION

APPENDIX A

LEASE AGREEMENT

Commercial Lease Agreement

THIS LEASE (this "Lease") dated this 15th day of December, 2006

BETWEEN:

PS LLC Inc.

Address: 9308 Mansfield Rd, Shreveport, La 71118

Telephone: 318-925-1383 Fax: 318-925-9238

(the "Landlord")

OF THE FIRST PART

- AND -

Whited's Wash Pit, Inc.

Address: 10017 Dragstrip Rd Keithville, La 71047

Telephone: 318-925-1322

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 10017 Dragstrip Rd Keithville, La 71047, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): Environmental. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
2. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

Term

3. The term of the Lease is a periodic tenancy commencing at 12:00 noon on December 1st, 2006 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.
4. Upon 30 notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
5. Upon 30 notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 30 notice.
6. Upon 30 notice, the Landlord may terminate the tenancy under this Lease without cause or reason.

7. Upon 30 notice, the Tenant may terminate the tenancy under this Lease without cause or reason.
8. Notwithstanding that the term of this Lease commences on December 1st, 2006, the Tenant is entitled to possession of the Premises at 12:00 noon on December 1st, 2006.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent (the "Base Rent") of \$2,500.00 per month for the Premises, which includes a monthly charge of \$2,500.00 for the Parking (collectively the "Base Rent"). In addition to the Base Rent, the Tenant will pay the following taxes to the appropriate government agencies: Caddo Parish Taxes.
10. The Tenant will pay the Base Rent on or before the first of each and every month of the term of this Lease to the Landlord.

Use and Occupation

11. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
12. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

13. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

14. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Inspections

15. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers.
16. For so long as the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of Environmental.

Tenant Improvements

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Charges

18. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: All Utilities.

Insurance

19. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
20. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
21. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
22. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

Governing Law

23. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Louisiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

24. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Louisiana (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Maintenance

25. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

26. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Care and Use of Premises

27. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
28. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
29. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
30. The Tenant will not engage in any illegal trade or activity on or about the Premises.
31. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
32. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

33. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

34. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

35. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
37. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF PS LLC Inc. and Whited's Wash Pit, Inc. have duly affixed their signatures by duly authorized officers under seal on this 15th day of December, 2006.

Witness:

Louis Kschutler

Laura Powell

Witness:

PS LLC Inc.

per:

Susan C. McCullough (SEAL)

Whited's Wash Pit, Inc.

per:

[Signature] (SEAL)

Kristie A. Berry 55709

Kristie A. Berry
Desoto Parish, LA
My Commission Is For Life

APPENDIX B

ZONING COMMISSION CLASSIFICATION



**METROPOLITAN
PLANNING COMMISSION**
Shreveport / Caddo Parish

505 Travis Street
P.O. Box 31109
Shreveport, LA 71130
Tel (318) 673-6480
Fax (318) 673-6475

May 22, 2007

Mr. James Meleton, Jr.
Eagle Environmental Services
121 McCarey Street
Shreveport, LA 71106

Dear Mr. Meleton:

Subject: Whited's Wash Pit, Inc. 10017 Drag Strip Road, Keithville, LA

In response to your letter dated May 9th requesting zoning information on the above subject property, please be advised that our research has confirmed the property to be zoned **I-1, Heavy Industrial District**. This zoning was established with **Ordinance # 1362 of 1972**, a copy of which is enclosed. In as much as you have provided copies of the current Certificate of Occupancy and the case (P-19-91) which granted approval for said use, I have not reproduced those copies. There are no known violations of record as of this date.

Please feel free to call this office if there is any additional information that you need.

Sincerely,

Mary K. Randolph
Records Manager

Enclosure

ORDINANCE NO. 1362 OF 1972BY CADDO PARISH POLICE JURY

An ordinance amending Ordinance No. 798 of Caddo Parish, Louisiana, by changing the zoning classification of 73.486 acres of land located in the Northeast corner of the Mansfield Road and Ranch Road, from R-A, Residence Agriculture District to I-2, Heavy Industry District.

SECTION I: BE IT ORDAINED by the Caddo Parish Police Jury in legal and regular session convened, that a 73.486 acre tract of land located in the North 1/2 of Section 20 and in the SE 1/4 of the SE 1/4 of the SE 1/4 of Section 17, T16N-R14W, Caddo Parish, Louisiana, and more fully described as follows, be and the same is hereby changed from R-A, Residence Agriculture District to I-2, Heavy Industry District: beginning at the NW corner of the NE 1/4 of Section 20, proceed S. 89° 43' 40" E. along the North line of Section 20 a distance of 2295.57 feet, thence N. 48° 31' 20" E. a distance of 469.80 feet to a point on the East line of Section 17, thence S. 0° 00' 40" E. along the East line of Section 17 a distance of 251.69 feet to a point on the West right-of-way line of the Southern Pacific Railway, thence S. 26° 11' W. along the West right-of-way line of the Southern Pacific Railway a distance of 1605.12 feet to a point on the North right-of-way line of Ranch Road, thence N. 82° 16' W. along the North right-of-way line of Ranch Road for a distance of 2340.58 feet to a point on the East right-of-way line of U. S. Highway 171 (Mansfield Road), thence N. 17° 17' E. along the East right-of-way line of U. S. Highway 171 a distance of 347.91 feet, thence N. 16° 08' E. along the East right-of-way line of U. S. Highway 171 a distance of 775.50 feet to a point on the North line of Section 20, thence S. 89° 43' 40" E. along the North line of Section 20 a distance of 61.11 feet to the point of beginning, located in the Northeast corner of the Mansfield Road and Ranch Road.

[Handwritten signature]

SECTION II: BE IT FURTHER ORDAINED, that development according to plan should begin within a period of one (1) year from the date of the adoption of this ordinance with failure to comply with this provision to cause this ordinance to become null and void.

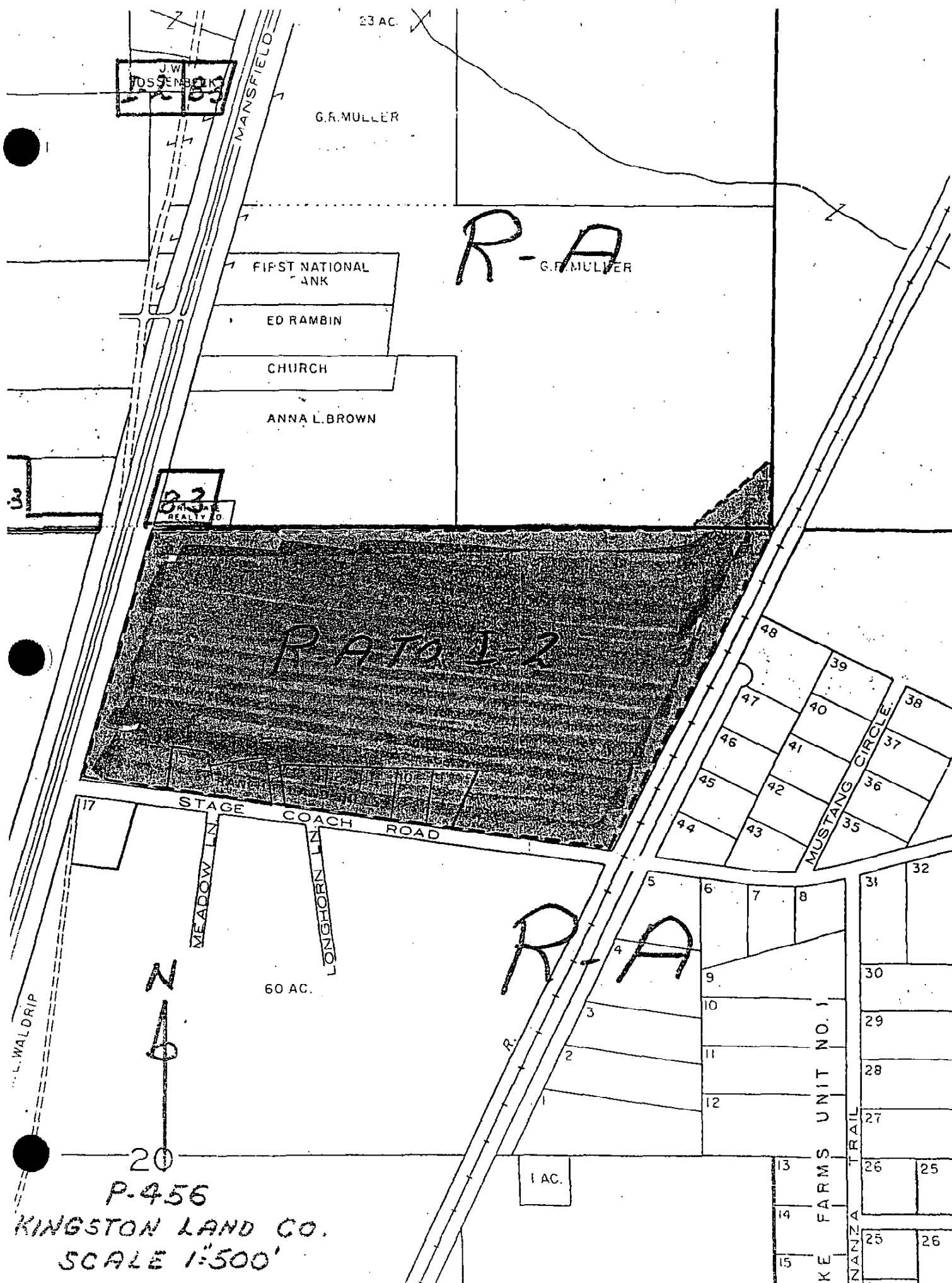
I, Francis P. Bickham, Secretary to the Caddo Parish Police Jury, hereby certify that the foregoing is a true copy of the transaction of said body in regular session convened on the 23rd day of August, 1972, and is so recorded in Minute Book No. 26, at Page 201.
Given under my hand and seal of office this 1st day of September, 1972.


Secretary, Police Jury of
Caddo Parish, Louisiana

P. 456 Kingdon Land Co. (Daniel Nouri)

gpd

12-10-72
100



OFFICE OF ZONING ADMINISTRATION

OF

SHREVEPORT — CADDO PARISH

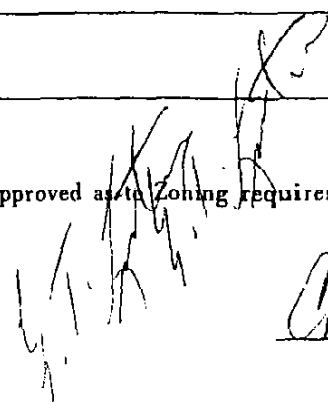
CITY HALL ANNEX
1237 MURPHY STREET
ROOM # 204

Certificate of Occupancy

Certificate No. COC9200493Date 8/12/92Issued to: WHITED'S WASH PIT
(FIRM NAME OR NAME OF OCCUPANT)Address or Location 10017 Dragstrip Rd.Type of Business Wash Pit -- Vacuum TruckProperty Zoned I-2Name of Owner(s) Paul McColloughMailing Address (same as above)Telephone(s) 635-7414

Remarks _____

This occupancy has been approved as to Zoning requirements.



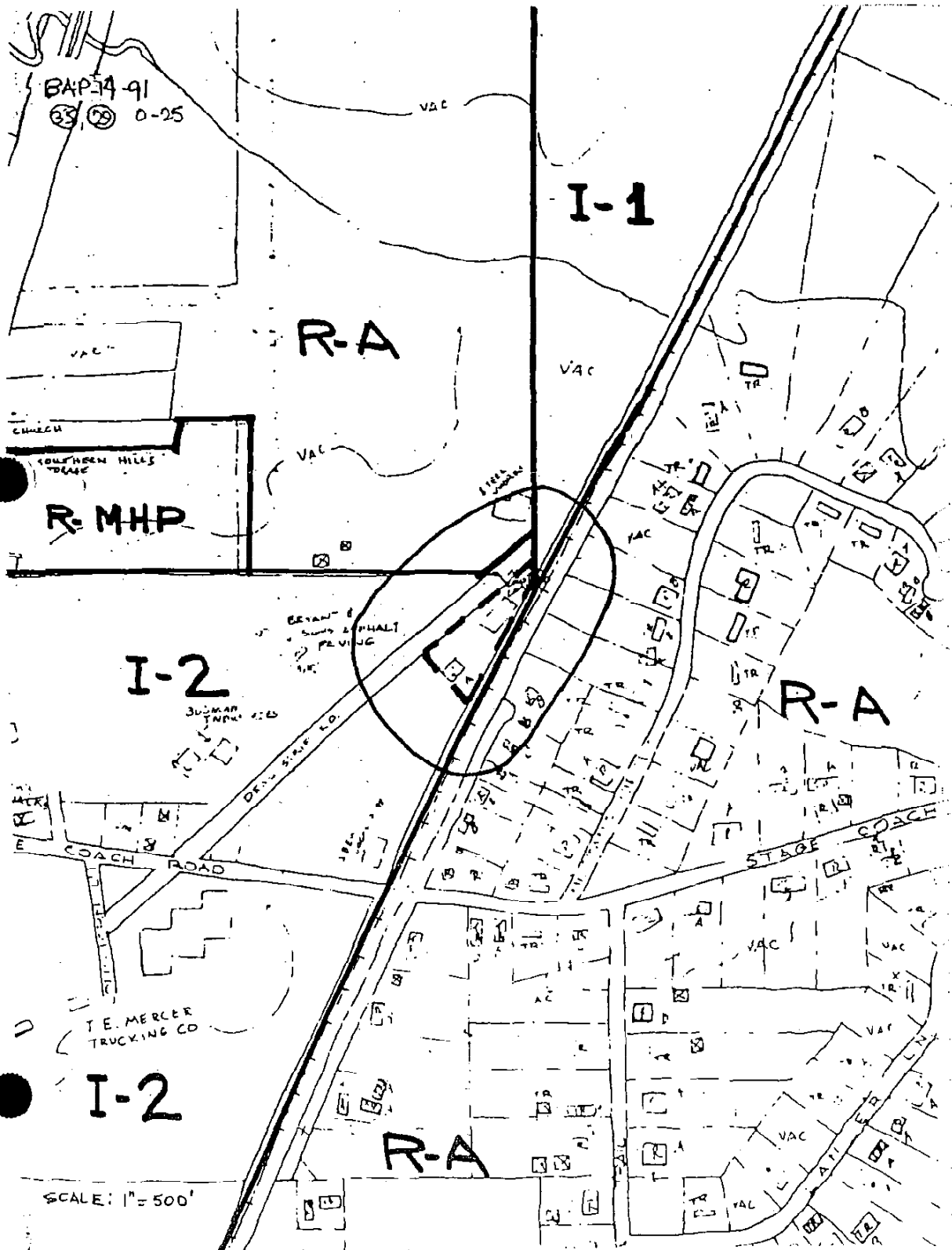
(SIGNATURE)Charlie W. Allum
(TYPED NAME)Zoning Administrator
(TITLE)

29

ZONING BOARD OF APPEALS
LAND USE REPORT - JUNE 27, 1991

CASE NO: BAP-14-91: 10017 Drag Strip Road
APPLICANT: T. PAUL MCCULLOUGH & RONALD LOYD
LAND OWNER: A-1 Custom Coatings
LOCATION: Northeast end of Drag Strip Road
ZONING: Variance in the front yard setback in an I-2 District
PROPOSED: Office/warehouse reconstructed on existing slab

DISTRICT: 11 - Armstrong



**METROPOLITAN PLANNING COMMISSION
LAND USE REPORT - JUNE 5, 1991**

ID-1

CASE NO:	P-19-91: 10017 Drag Strip Rd	DISTRICT: 11-Armstrong
APPLICANT:	T. PAUL MCCULLOUGH & RONALD LOYD	
LAND OWNER:	A-1 Custom Coatings	
LOCATION:	NE end of Drag Strip Road	
ZONING:	MPC approval in an I-2 District	
PROPOSED:	Processing of car wash waste water	

PURPOSE OF REQUEST:

- The applicant is requesting MPC approval to permit processing at this location.

ZONING/USES ADJACENT TO SITE:

- The site is in the middle of an industrial area zoned I-2.

SITE ANALYSIS:

- The site has 645.27' of road frontage along Drag Strip Road and is approximately 2.5 acres.
- The original structure apparently was constructed in violation of the Zoning Ordinance and is only 10.0' from the front property line. Since this original structure has been destroyed more than 60% it may not be rebuilt where it was.
- The applicant will have to move the structure back an additional 5' if possible, or apply for a variance of 5' in the front yard setback requirement.
- Alternative landscaping has been applied for by the applicant. They are requesting to leave existing mature trees on the rear of the property and will be planting 140.5' of shrubbery along the front of the building and parking area.
- The south 245' of the property will be fenced with a 7' security fence.
- There will be 9 off-street parking spaces with 8 spaces in the back for truck parking.

MASTER PLAN AND POLICY GUIDELINES:

- The request appears to be consistent with the Master Plan.

IMPACT ON PUBLIC FACILITIES & ENVIRONMENT:

- The business is licensed and monitored by DEQ, and does not give the applicant the authority to haul hazardous or infectious waste.
- The request is for an office and warehouse with processing of solid and industrial waste.
- The primary activity at the site will be to process the wet sand obtained from pits at car washes.
- All waste is analyzed by an independent firm and reviewed by the City prior to dumping to assure that no hazardous or infectious waste is dumped into the landfill.
- A representative from Public Works (Solid Waste) has confirmed that this operation does in fact deal with clean waste only & that Mr. McCullough has always been very professional and cooperative in his dealings with their department.

OTHER CONSIDERATIONS:

- There will be approximately 4-7 employees and 3 trucks located at this site.
- The applicant states that normal operating hours are from 8 a.m. to 5 p.m.

P-19-91
June 5, 1991
Page 2

STAFF ASSESSMENT:

- Repeated staff investigations have indicated that the proposed operation is environmentally safe. Due to this fact and the operators excellent record with the Solid Waste Department, it appears that the use is in fact compatible with the development in the area, including adjacent residential uses.

-
- The information stated above is the result of discussion by a staff review team. The staff assessment is made without benefit of information which may be presented at the public hearing, and is therefore subject to change. The Board members use all information available to them in making their decision.
-

ALTERNATIVES:

- A. Approve the application as submitted, subject to compliance with the following stipulation:
 - 1. Development and alternative landscape plan to be in substantial accord with approved site plan.
- B. Deny the application.